

OKEECHOBEE UTILITY AUTHORITY
MEETING AGENDA
March 8, 2021
10:00A.M.

1. Call the Meeting to Order
 - Pledge of Allegiance
 - Determination of Voting Members
2. Welcome Re-appointed Board Members
3. Election of Officers
4. Meeting Minutes from February 8, 2021.
5. **Consent Agenda**
 6. Finance Report
 7. Invoice from One Water
 8. Invoice from Vocelle and Berg – Gadsden v. OUA
 9. Accounts to be Written-off

-
10. Water and Wastewater Revenue Study
 11. Advanced Metering Infrastructure
 12. FDOT Water Main Replacement US HWY 441 S
 13. LPQ0008 Agreement Modification
 14. Oak Lake Estates
 15. SWSA Engineering Agreement
 16. Taylor Creek Water Quality Report
 17. Public Comments
 18. Items from the Attorney
 19. Items from the Executive Director
 20. Items from the Board

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 1

MARCH 8, 2021

Call Meeting to Order

Pledge of Allegiance
Determine Voting Members

	<u>Absent</u>	<u>Present</u>
Melanie Anderson – 2 nd Vice Chairperson	_____	_____
Tommy Clay – Board Member	_____	_____
John Creasman – Vice Chairperson	_____	_____
Jeff Fadley - Alternate	_____	_____
Marilyn Mancini - Alternate	_____	_____
Harry Moldenhauer - Alternate	_____	_____
Steve Nelson –Chairperson	_____	_____
Tabitha Trent – Board Member	_____	_____

FUTURE MEETING OF OUA BOARD

April 12, 2021 – 10:00 A.M.

May 10, 2021 – 10:00 A.M.

FUTURE HOLIDAYS FOR OUA STAFF

Sunday, April 4, 2021 – Easter

Monday, May 31, 2021 - Memorial Day

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 2

MARCH 8, 2021

WELCOME RE-APPOINTED BOARD MEMBERS

COUNTY

- Tabitha Trent – Regular Member (4-year appointment)

CITY

- Tommy Clay – Regular Member (4-year appointment)
- Jeff Fadley – Alternate Member (2-year appointment)

GLADES COUNTY

- Harry Moldenhauer – Alternate Member (2-year appointment)

The County and the City reappointed their current members to the same position and terms mentioned above.

As provided for in the Interlocal Agreement, paragraph 4.4, the four Regular Members appointed by the County and City, shall vote, by simple majority, on the Glades County representative. Mr. Harry Moldenhauer have indicated that he is willing to serve again as the Alternate Member for Glades County.

What is the action of the OUA Board? Reappointment or consideration of other applicants.

APPLICATION FOR
OKEECHOBEE UTILITY AUTHORITY
GLADES COUNTY BOARD APPOINTMENT

The information from this questionnaire will be used by the OUA Board in considering your appointment. The questionnaire **MUST BE COMPLETED IN FULL**. Answer "none" or "not applicable" where appropriate. Please type or print in black ink.

22 Feb 2021
Date Completed

1. Name: Last Moldenhauer First Harry Middle L.

2. Business Address:

Street _____ City _____ State _____ Zip _____

3. Residence Address:

Street 1344 Hunter Rd. City OKEECHOBEE State FL Zip 34974

4. List all your places of residence for the last five (5) years.

<u>Address</u>	<u>City</u>	<u>State</u>	<u>From</u>	<u>To</u>
			<u>2003</u>	<u>Present</u>

5. A. Date of Birth: 11 / 28 / 1955 B. Place of Birth: St. Johns MI
(This information is required so OUA can conduct a proper background investigation.)

6. A. Driver License Number: M 435 372 55 428 0 B. Issuing State: FL
(This information is required so OUA can conduct a proper background investigation.)

- B. Have you ever received any degree, professional certification, or designation that may better qualify you for this appointment? If so, please explain.

Registered Sanitarian/Environmental Health Professional

- C. Identify all association memberships and association offices held by you that may better qualify you for this appointment.

- D. Describe any additional information about yourself that would be an asset to the OUA Board.

My familiarity with the organization as a Glades County Representative for many years can help to provide continuity as we move forward.

16. List three (3) persons who have known you well within the past five (5) years. Include a current, complete address and telephone number for each. Exclude relatives and current or former employees of the Okeechobee Utility Authority.

Name	Address (Mail)	Zip	Phone Number
Ellen Whelpley	2633 SE 30th St. OKEE.	34974	863 447 1938
MARIE Shoffett	2818 SE 21st St. OKEE	34974	863 610 4464
Alan Smith	2209 SW 22nd Circle	34974	863 610 0072

17. If appointed as a Glades County Representative to the OUA Board, would you prefer to serve as a regular member or an alternate member? (Circle one)

Regular*

Alternate**

* Regular members are appointed to a four (4) year term

** Alternate members are appointed to a two (2) year term

The facts set forth above in my application are true and complete. You are hereby authorized to make any investigation of my personal history through any investigative bureaus of your choice. In making this application for appointment I also understand that an investigative consumer report may be made whereby information is obtained through personal interviews with my neighbors, friends, or others with whom I am acquainted. This inquiry includes information as to my character, general reputation, personal characteristics and mode of living. I understand that I have the right to make a written request within a reasonable period of time to receive additional detailed information about the nature and scope of this investigative consumer report.

I authorize the use of any information in this application to verify my statements, and I authorize past employers, all references, and any other persons to answer all question asked concerning my ability, character, reputation, and previous employment record. I release all such persons from any liability or damages on account of having furnished such information.

Application for OUA Glades County Appointment

Applicant's Signature

Date

Applicant's Printed Name

HARRY L. MOLDENHAWER

22 Feb 2021

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 3

MARCH 8, 2021

ELECTION OF OFFICERS

As provided for in the Interlocal Agreement, paragraph 4.11, the OUA Board shall elect members to serve as officers in the position of Chairman and Vice Chairman. By subsequent OUA Board action, a third officer was elected to serve in the position of Second Vice Chairman.

The Interlocal Agreement provides that these terms are for one year each and that an officer cannot serve in the same office for more than two consecutive years.

In consideration of current officeholders cannot serve in the same capacity as they have termed out per the requirements of the Interlocal Agreement. However, they are available to serve in other positions.

Current offices up for election are as follows:

Chairman:

Vice Chairman:

Second Vice Chairman:

There should be three different elections, one for each position.

The Executive Director will preside over the OUA Board during the election of the Chairman position.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 4

MARCH 8, 2021

MEETING MINUTES

Due to employee's absence, the Meeting Minutes from February 8, 2021, will be presented at the April 2021 for approval.

OKEEHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 5

MARCH 8, 2021

CONSENT AGENDA

1. Pull items for discussion from Consent Agenda.
2. Items pulled from Consent Agenda will be discussed at the end of Agenda.
3. Unless noted all Consent Agenda items are recommended for approval.
4. Motion to approve items on Consent Agenda as follows:
 6. Finance Report for the period ending February 28, 2021
 7. Invoice from One Water
 8. Invoice from Vocelle and Berg – Gadsden v. OUA
 9. Accounts to be written off

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 6

MARCH 8, 2021

CONSENT AGENDA

FINANCE REPORT

Attached for your review is a copy of the Finance Report for the period ending February 28, 2021.

Okeechobee Utility Authority

Finance Report

Fiscal Year 2021

As of The Period Ending February 28, 2021

OKEECHOBEE UTILITY AUTHORITY
TABLE OF CONTENTS

Executive Summary	Page 1
Finance Report for: The Period Ending February 28, 2021	Page 2
Graphs:	
Operating Revenue Comparison- YTD Actual vs Budget	Page 3
Operating Expenses Comparison– YTD Actual vs Budget	Page 3
Operating Activity Comparisons:	
Revenue-Current Year vs 4 Year Weighted Average vs Current YTD Budget	Page 4
Graph-Current Year vs 4 Year Weighted Average YTD	Page 5
Graph-Water Revenue FY15-FY20 & FY21 YTD	Page 6
Graph-Sewer Revenue FY15-FY20 & FY21 YTD	Page 7
Expenses-Current Year vs 4 Year Weighted Average vs Current YTD Budget	Page 8
Graph-Current Year vs 4 Year Weighted Average YTD	Page 9
Graph Operating Expenses FY15-FY20 & FY21 YTD	Page 10
Graph Non Operating Expenses FY15-FY20 & FY21 YTD	Page 11
Comparative Statement of Cash Flows: Sep 30, 2019, Sep 30, 2020 and Feb 28, 2021	Page 12
Balance Sheet as of February 28, 2021	Pages 13-14
Pie Graph of Major Balance Sheet Items	Page 15
Detail of Other Operating Revenue	Page 16

Okeechobee Utility Authority
Executive Summary
Prepared by Finance Director

The accompanying Finance Report for the five months ending February 28, 2021 is presented for your review and information. There may be invoices received at a later date that when paid, may change these results.

For the first 5 months of fiscal year 2021, actual YTD operating revenues are \$4,641,896 which is \$152,428 greater than the budgeted operating revenues. YTD actual operating expenses are \$2,633,720, which is \$662,745 lower than budgeted operating expenses. Restricted revenues are \$194,229 greater than budget. Based on this preliminary data, OUA has a favorable operating budget variance.

**OKEECHOBEE UTILITY AUTHORITY
BUDGET SUMMARY COMPARISON**

	Operating Revenues			Operating Expenses			Cumulative YTD Operating Budget Variance	Restricted Revenues			Cumulative YTD Restricted Budget Variance
	Actual YTD	Budget YTD	% Variance	Actual YTD	Budget YTD	% Variance		Actual YTD	Budget YTD	% Variance	
Oct-20	897,718	897,894	0.0%	487,324	659,293	26.1%	171,793	31,412	10,165	209.0%	21,247
Nov-20	1,897,055	1,795,787	5.6%	924,651	1,318,586	29.9%	495,203	53,629	20,330	163.8%	33,300
Dec-20	2,801,786	2,693,681	4.0%	1,654,365	1,977,879	16.4%	431,619	124,582	30,495	308.5%	94,087
Jan-21	3,676,602	3,591,574	2.4%	2,158,028	2,637,172	18.2%	564,172	176,235	40,659	333.4%	135,576
Feb-21	4,641,896	4,489,468	3.4%	2,633,720	3,296,465	20.1%	815,173	194,229	50,824	282.2%	143,405
Mar-21											
Apr-21											
May-21											
Jun-21											
Jul-21											
Aug-21											
Sep-21											

Utility billing accounts receivable over 90 days past due increased \$31,484 to \$104,182 from February 29, 2020 to February 28, 2021.

If you have any questions, please contact me.

Respectfully,



George Gall

Okeechobee Utility Authority
FY 2021 Finance Report for February 28, 2021
The Period Ending

OPERATING REVENUE FUND

	Actual YTD	Budget YTD	\$ Variance	% Variance
OPERATING REVENUE RECEIVED:				
Water	\$ 2,739,241	\$ 2,674,502	\$ 64,739	2.4%
Sewer	\$ 1,714,495	1,672,845	41,650	2.5%
Other Operating Revenue (see detail on page 16)	\$ 177,602	131,290	46,313	35.3%
Interest Income-non restricted	\$ 10,557	10,831	(274)	-2.5%
Total Operating Revenue Received	\$ 4,641,896	\$ 4,489,468	\$ 152,428	3.4%

OPERATING EXPENSES

Water	\$ 534,542	\$ 684,931	\$ 150,390	22.0%
Wastewater	\$ 407,559	550,074	142,514	25.9%
Meter Readers	\$ 97,405	107,642	10,237	9.5%
Maintenance	\$ 841,479	1,017,743	176,264	17.3%
Administration Operating	\$ 486,728	521,555	34,826	6.7%
General & Admin.	\$ 266,007	381,187	115,179	30.2%
Contingency Expense	\$ -	33,333	33,333	0.0%
Total Operating Expenses Paid (3) (4) (5) (6)	\$ 2,633,720	\$ 3,296,465	\$ 662,745	20.1%

Net Operating Income	\$ 2,008,175	\$ 1,193,003	\$ 815,173	68.3%
-----------------------------	---------------------	---------------------	-------------------	--------------

RESTRICTED REVENUE FUNDS

RESTRICTED REVENUE FUNDS RECEIVED:

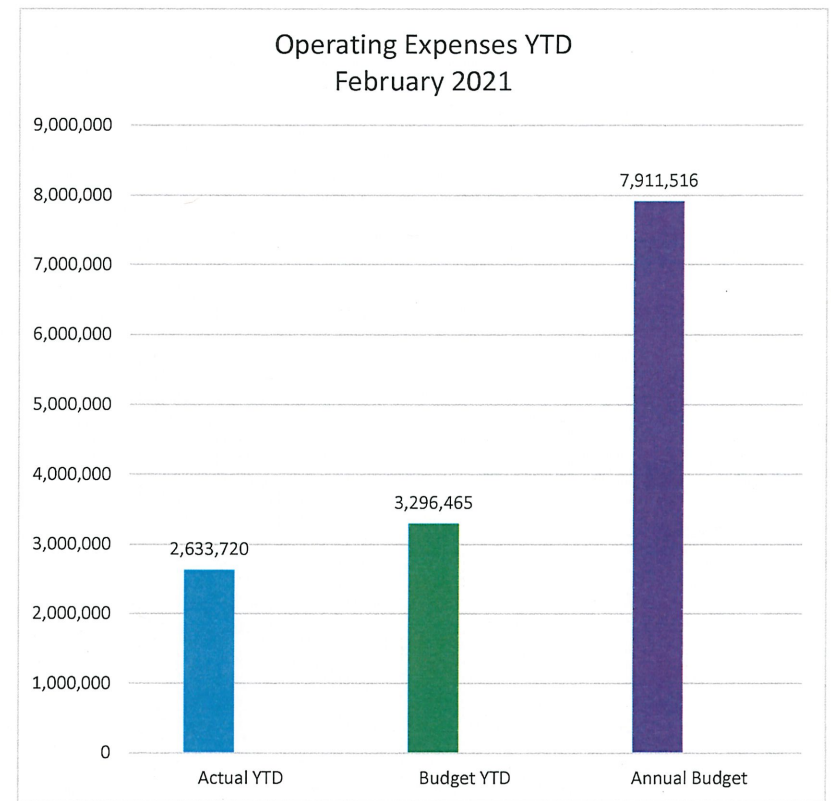
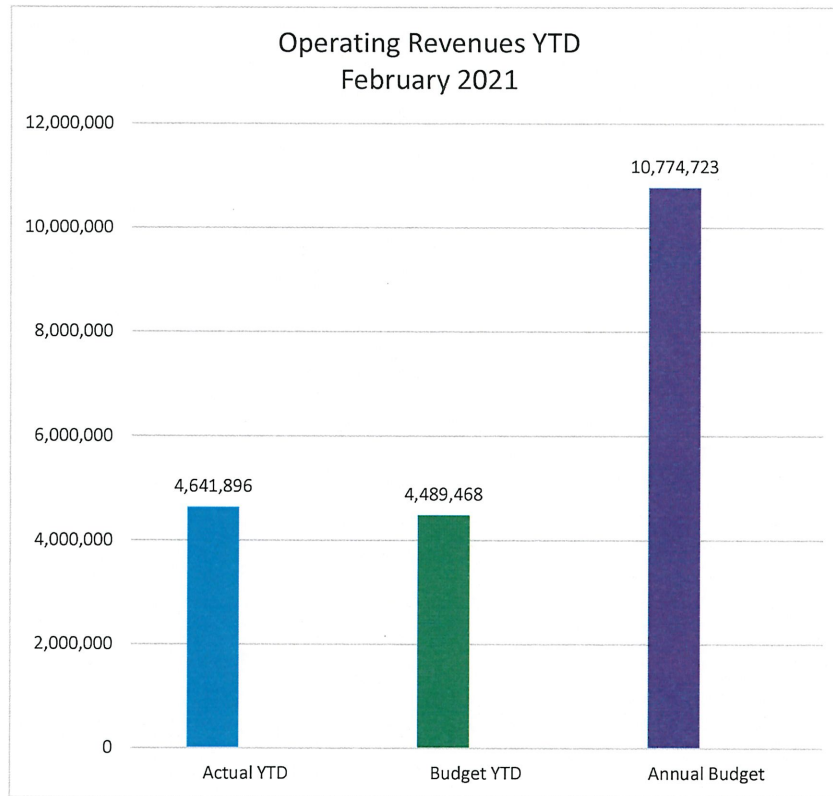
Fire Hydrant Fund Fee	\$ 36,330	\$ 35,473	\$ 858	2.4%
Water CC Fees (infill)	\$ 46,177	4,021	42,156	1048.4%
WW CC Fees (infill)	\$ 101,441	3,750	97,691	2605.1%
Water CC Fees 10/20 Plan	\$ -	-	-	0.0%
WW CC Fees 10/20 Plan10/20	\$ -	-	-	0.0%
Interest Income-restricted	\$ 10,280	7,581	2,699	35.6%

TOTAL RESTRICTED REVENUE (1) (2)	\$ 194,229	\$ 50,824	\$ 143,405	282.2%
---	-------------------	------------------	-------------------	---------------

NET OPERATING INCOME & RESTRICTED REVENUE	\$ 2,202,404	\$ 1,243,827	\$ 958,577	77.1%
--	---------------------	---------------------	-------------------	--------------

NOTES:

	Actual YTD	Budgeted	Variance
(1) Not including grant funds & state appropriations of:	\$24,990		24,990
(2) Not including contributed capital of:	\$54,987	\$0	54,987
(3) Not including debt service interest expense of:	\$164,235	\$164,236	1
(4) Not including debt service principal payments of:	\$0	\$507,036	507,036
(5) Not including non-cash depreciation/amortization of:	\$1,052,344	\$1,117,583	65,239
(6) Not including net Construction In Progress (CIP) Expenditures of:	\$1,015,914		



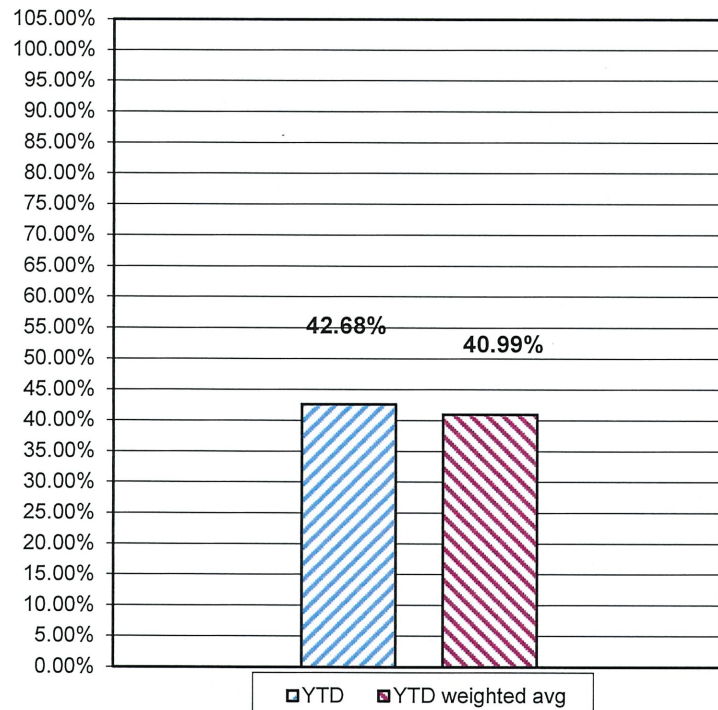
Current FY-21 Water and Sewer Utility Revenue
Monthly & YTD Revenue and Difference from 4Yr Weighted Average (in \$)

WATER UTILITY REVENUE:			Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD To Budget	4 Yr Weighted Average %
Period	YTD		\$ 6,085,229	Water Revenue \$6,418,804	
Oct.	529,526	529,526	\$ 44,634	8.25%	7.97%
Nov.	\$ 579,094	1,108,620	\$ 100,045	17.27%	15.85%
Dec.	\$ 539,571	1,648,191	\$ 51,945	25.68%	23.85%
Jan.	\$ 523,717	2,171,908	\$ (1,017)	33.84%	32.49%
Feb.	\$ 567,333	2,739,241	\$ 50,493	42.68%	40.99%
Mar.					49.40%
Apr.					58.50%
May					66.77%
Jun.					75.30%
Jul.					83.66%
Aug.					91.81%
Sep.					100.00%

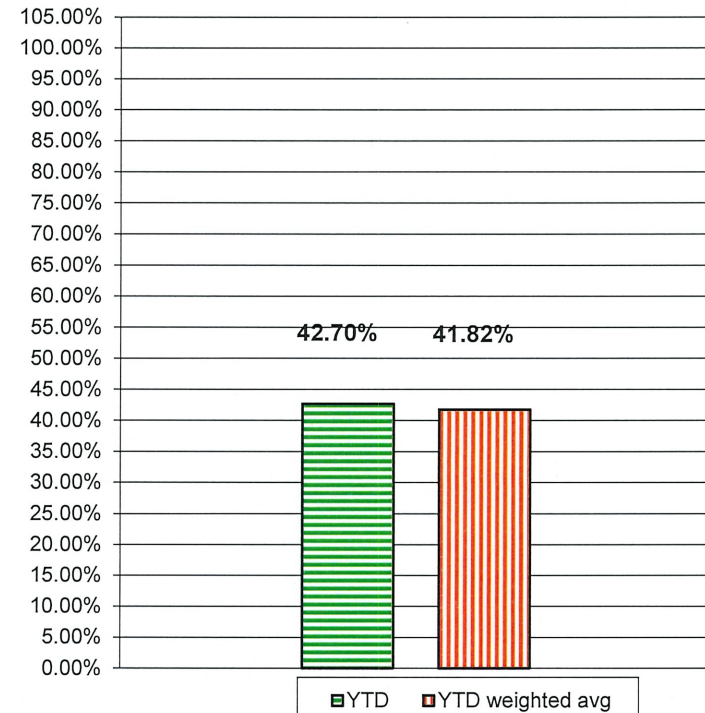
SEWER UTILITY REVENUE:			Monthly \$ Difference From 4 Year Weighted Average of	% Current YTD To Budgeted Sewer Revenue	
			\$ 3,779,411	\$4,014,829	
Oct.	\$ 335,081	\$ 335,081	\$ 26,358	8.35%	8.17%
Nov.	\$ 369,771	\$ 704,852	\$ 68,312	17.56%	16.15%
Dec.	\$ 333,389	\$ 1,038,241	\$ 20,440	25.86%	24.43%
Jan.	\$ 315,961	\$ 1,354,202	\$ (12,302)	33.73%	33.12%
Feb.	\$ 360,293	\$ 1,714,495	\$ 31,410	42.70%	41.82%
Mar.					50.30%
Apr.					59.36%
May					67.28%
Jun.					75.59%
Jul.					83.89%
Aug.					91.83%
Sep.					100.00%

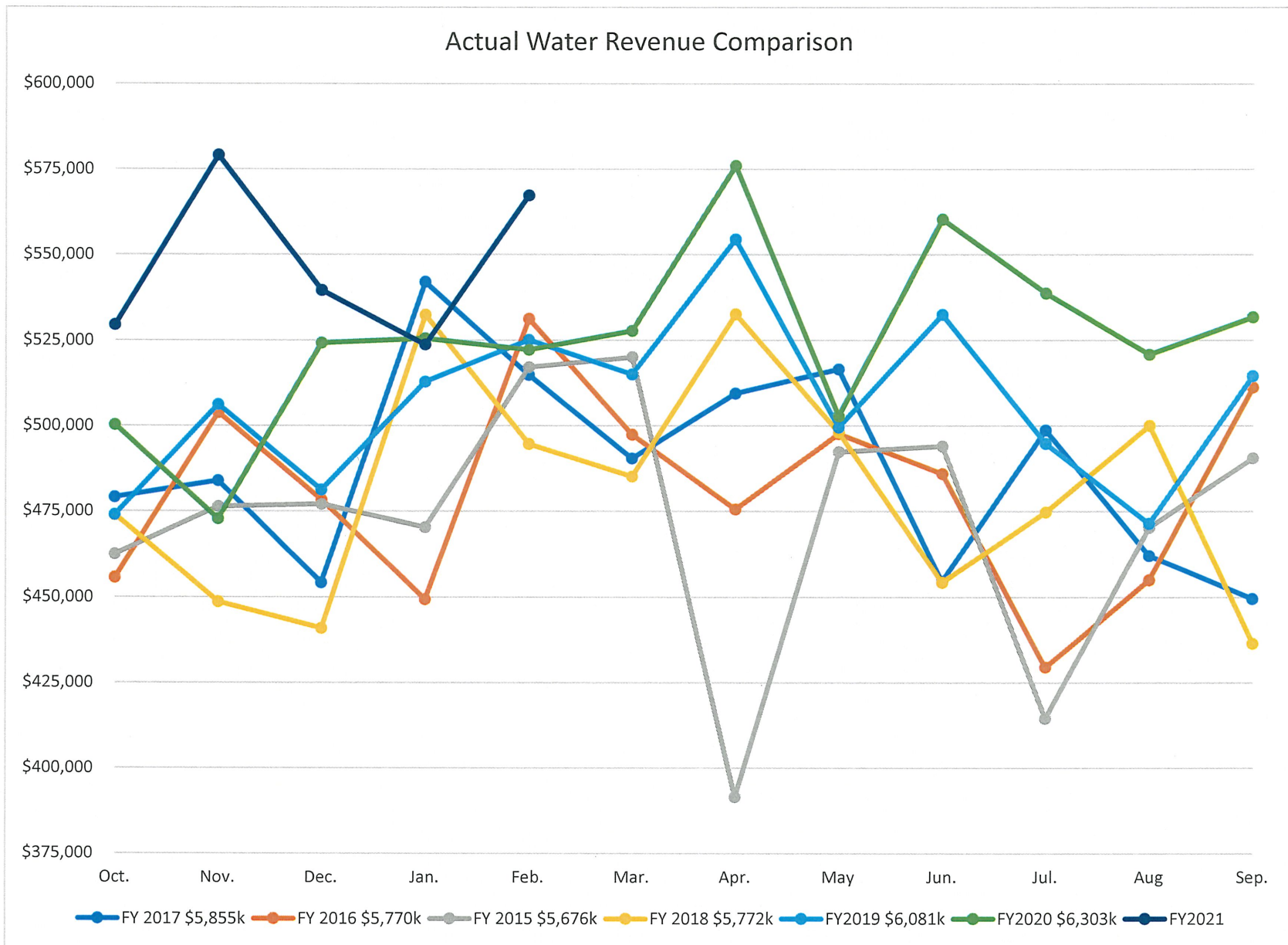
WATER AND SEWER REVENUE COMPARISON **YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE**

WATER REVENUE COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
FEBRUARY 2021 FY-21



SEWER REVENUE COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
FEBRUARY 2021 FY-21





Actual Wastewater Revenue Comparison



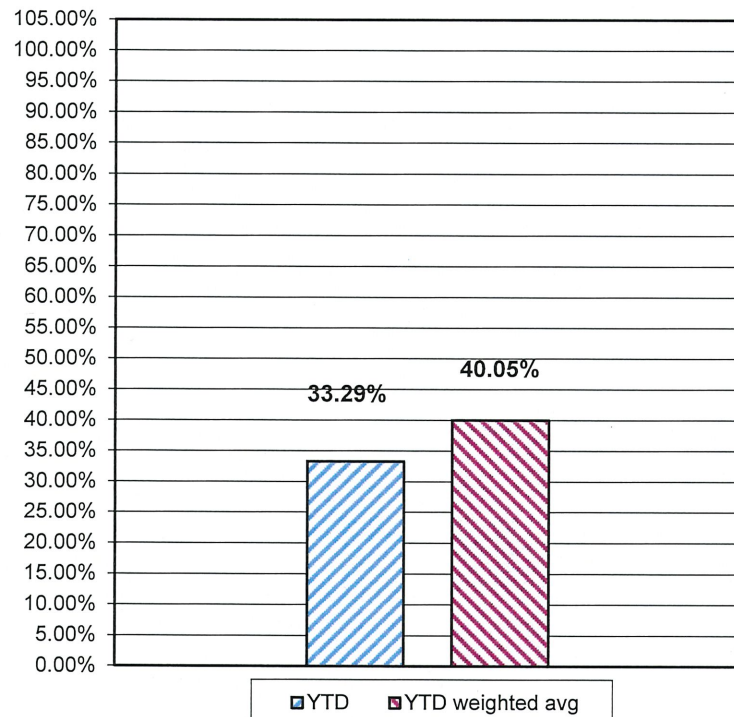
**Current FY-21 Operating & Non-Operating Expenses,
Monthly & YTD Expense and Difference from 4Yr Weighted Average (in \$)**

OPERATING EXPENSES:			\$ Difference For the Month	% Current YTD To Budgeted	4 Yr Weighted
			From 4 Year Weighted Avg of	Operating Exp.	Average
Period	YTD		\$ 6,455,933	\$7,911,516	
Oct.	\$ 487,324	\$ 487,324	\$ 75,719	6.16%	6.78%
Nov.	\$ 437,327	\$ 924,651	\$ (53,417)	11.69%	14.34%
Dec.	\$ 729,714	\$ 1,654,365	\$ 199,501	20.91%	22.82%
Jan.	\$ 503,663	\$ 2,158,028	\$ (98,359)	27.28%	31.94%
Feb.	\$ 475,692	\$ 2,633,720	\$ (49,997)	33.29%	40.05%
Mar.					50.00%
Apr.					57.12%
May					66.16%
Jun.					73.46%
Jul.					82.17%
Aug.					92.02%
Sep.					100.00%

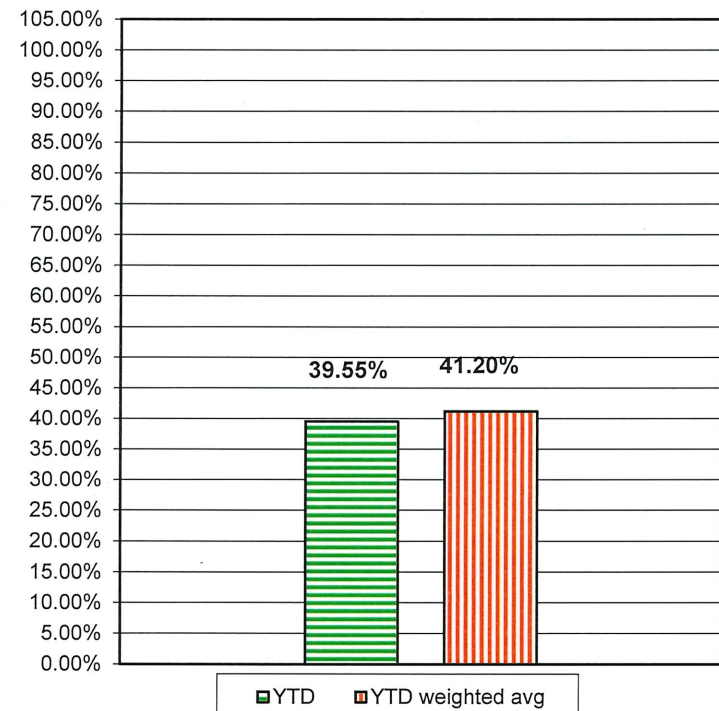
NON-OPERATING EXPENSES:			\$ Difference For the Month	% Current YTD To Budgeted	
			From 4 Year Weighted Avg of	Non-Oper. Exp.	
			\$ 3,257,678	\$3,076,367	
Oct.	\$ 248,131	\$ 248,131	\$ (17,733)	8.07%	8.20%
Nov.	\$ 241,668	\$ 489,799	\$ (24,456)	15.92%	16.40%
Dec.	\$ 241,668	\$ 731,467	\$ (26,292)	23.78%	24.70%
Jan.	\$ 241,356	\$ 972,823	\$ (26,745)	31.62%	32.99%
Feb.	\$ 243,756	\$ 1,216,579	\$ (22,650)	39.55%	41.20%
Mar.					49.42%
Apr.					57.60%
May					65.74%
Jun.					74.08%
Jul.					82.41%
Aug.					90.72%
Sep.					100.00%

OPERATING AND NON-OPERATING EXPENSE COMPARISON **YEAR TO DATE vs 4 YEAR WEIGHTED AVERAGE YEAR TO DATE**

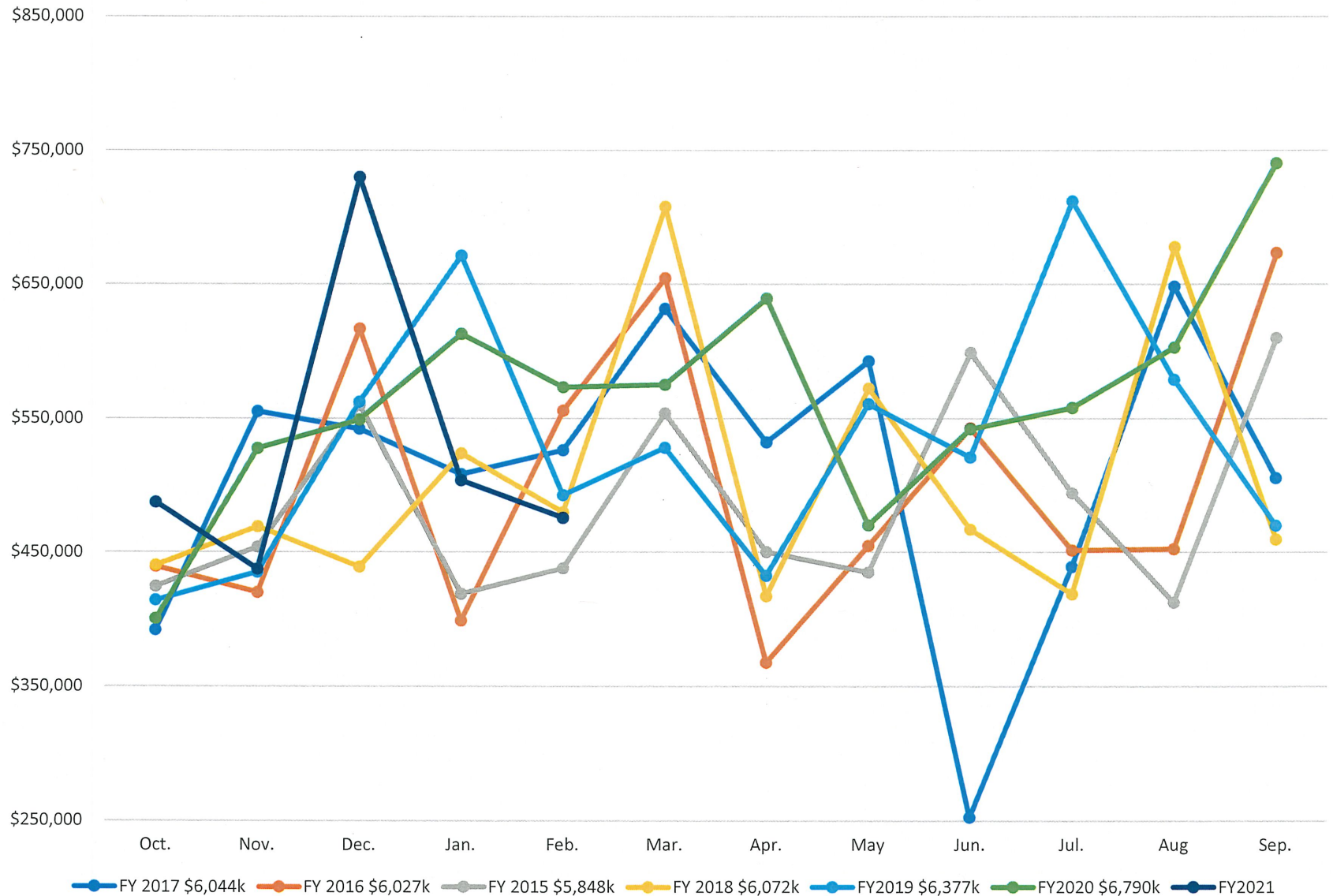
OPERATING EXPENSES COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
FEBRUARY 2021 FY-21



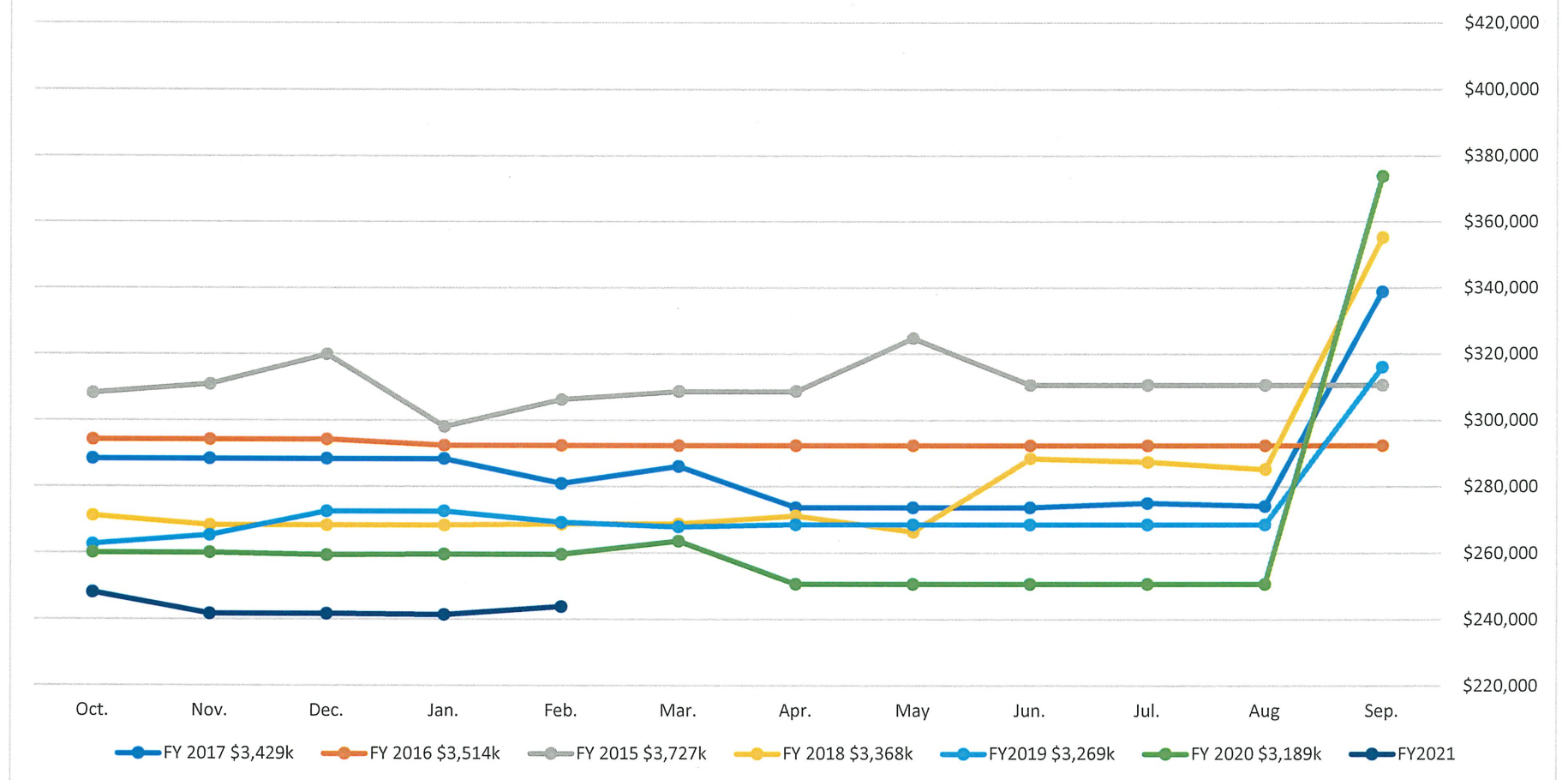
NON-OPERATING EXPENSES COMAPRISON
YTD vs 4 YR WEIGHTED AVERAGE YTD
FEBRUARY 2021 FY-21



Actual Operating Expense Comparison



Actual Non Operating Expense Comparison



	A	B	T	W	X	Y	Z	AA	AB	AC	AD	AE
91		Okeechobee Utility Authority		OUA prepared / Audit		OUA prepared		OUA prepared				
92		Statement of Cash Flows										
93		Basis of Accounting		Accrual Basis for Revenues		Accrual Basis for Revenues		Accrual Basis for Revenues				
94				Accrual for Basis Expenses		Cash Basis for Expenses		Cash Basis for Expenses				
95												
96				Sept 30, 2019		Sept 30, 2020		2-28-21				
97				12 Months		12 Months		5 Months				
98												
99		Cash Flows from Operations										
100		Operating Income		1,192,903		1,137,636		919,884				
101		Depreciation & Amortization		2,804,190		2,746,474		1,052,344				
102		Increase (decrease) in cash from changes in accounts receivable		(4,715)		(416,787)		459,156				
103		Increase (decrease) in cash from changes in accounts payable		508,329		(394,791)		(260,121)				
104		Increase in cash from changes in other assets & liabilities		83,081		372,929		196,269				
105		Decrease in cash from changes in other assets & liabilities		(80,543)		(388,909)		(229,461)				
106		Cash provided (used) by operations		4,503,245		3,056,552		2,138,071				
107												
108		Cash Flows from Nonoperating Revenues/Expenses										
109		Capital connection fees		191,424		97,282		183,949				
110		Interest revenue		197,248		157,694		20,837				
111		Debt issuance costs		0		(55,500)						
112		Interest expense		(598,589)		(613,093)		(164,235)				
113		Cash provided (used) by nonoperating activities		(209,917)		(413,617)		40,551				
114												
115		Cash Flows from Capital and Financing Activities										
116		Purchase of equipment, computer hardware, completed construction projects & contributed capital assets		(481,812)		(342,552)		(134,130)				
117		Construction in progress		(2,499,599)		(4,913,908)		(1,015,914)				
118		Acquisition of land and related costs		0		(252,195)		0				
119		Sale of land and equipment		32,431		8,610		0				
120		Gain (Loss) on sale of land and equipment		6,432		2,310		25,390				
121		Bond principal payments		(4,802,237)		(1,287,391)		0				
122		Grant revenue & FEMA reimbursement		394,358		1,154,965		24,990				
123		Capital contributions from developers		8,772		224,430		54,987				
124		Cash provided (used) by capital / financing activities		(7,341,655)		(5,405,731)		(1,044,677)				
125												
126		Net increase (decrease) in cash and investments		(3,048,327)		(2,762,796)		1,133,945				
127												
128		This interim cash flow statement for 2/28/21 does not include accruals for operating expenses.										
129		Revenues, however, are reported on an accrual basis.										

OKEECHOBEE UTILITY AUTHORITY
Statement of Net Assets
February 28, 2021

ASSETS

CURRENT ASSETS

Cash and cash equivalents	\$ 2,005,683.16
Unrestricted assets:	
Investments	0.00
Interest receivable	0.00
Grants receivable	
Restricted assets:	
Cash and cash equivalents	8,331,270.69
Investments	0.00
Interest receivable	0.00
Receivables:	
Accounts receivable	1,618,028.62
less allowance for uncollectible accounts	-187,200.74
Inventories	524,699.79
Prepaid Expenses	284,592.30
Total current assets	<u>12,577,073.82</u>

NONCURRENT ASSETS

Capital assets:

Land	2,743,323.32
Utility plants, buildings and equipment	99,585,425.92
	<u>102,328,749.24</u>
Less accumulated depreciation	-47,566,648.26
	<u>54,762,100.98</u>
Construction in progress	8,174,919.87
Total capital assets	<u>62,937,020.85</u>

Other Assets:

Net Pension Asset	286,195.00
Unamortized organizational cost, net	0.00

Deferred Charges:

Deferred Pension Outflows - Actuarial and Prepaid	206,267.00
Deferred loss on bond refunding, net	683,187.00
Total Deferred charges:	<u>889,454.00</u>

Total noncurrent assets	<u>64,112,669.85</u>
-------------------------	----------------------

TOTAL ASSETS	<u><u>\$ 76,689,743.67</u></u>
---------------------	--------------------------------

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

Accounts payable	\$	269,301.66
Accrued expenses		103,640.11
Due to other governments		43,927.40
Bonds payable (current)		2,028,142.73
Accrued compensated absences (current)		246,991.50
Payable from restricted assets		
Accrued interest		168,378.28
Customer Deposits		575,701.32
Total current liabilities		<u>3,436,083.00</u>

NONCURRENT LIABILITIES

Long-term portion of bonds payable, net		18,995,699.46
Accrued OPEB payable		50,665.00
Net Pension Liability and Deferred Pension Inflow		571,809.00
Unearned revenues:		
Land Lease Deferral		-
Developer agreements		464,635.36
Total noncurrent liabilities		<u>20,082,808.82</u>

TOTAL LIABILITIES

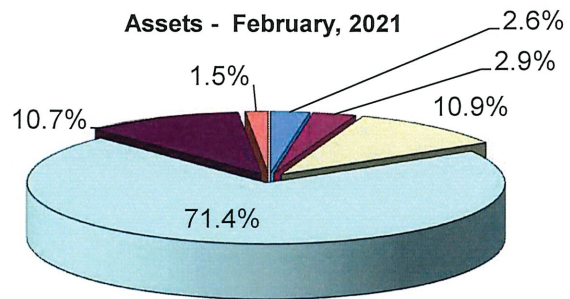
		<u>23,518,891.82</u>
--	--	----------------------

NET POSITION

Invested in capital assets, net of related debt		38,353,565.00
Restricted for capital projects		2,152,317.00
Restricted for debt service		627,806.00
Restricted for Rate Stabilization		2,400,940.00
Unrestricted		8,570,422.02
YTD Surplus of Revenue over Expenses		1,065,801.83
Total net position		<u>53,170,851.85</u>

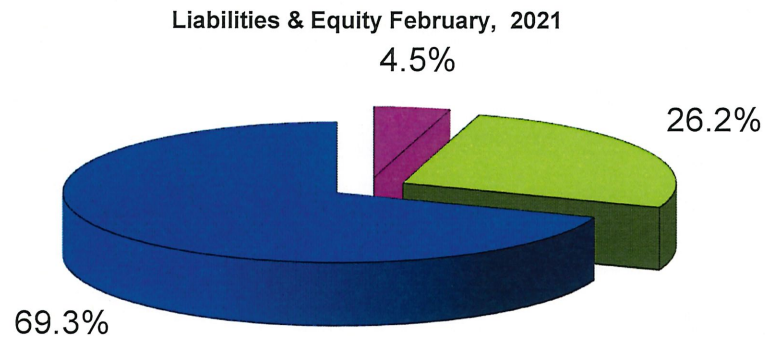
TOTAL LIABILITIES AND NET POSITION

	\$	<u>76,689,743.67</u>
--	----	----------------------



■ Cash	■ AR, Inventory & Prepaid
■ Restricted Cash	■ Fixed Assets
■ Construction in Progress	■ Other Assets (Deferred Charges)

Cash	2,005,683	2.6%
AR, Inventory & Prepaid	2,240,120	2.9%
Restricted Cash	8,331,271	10.9%
Fixed Assets	54,762,101	71.4%
Construction in Progress	8,174,920	10.7%
Other Assets (Deferred Charges)	1,175,649	1.5%
Total Assets	76,689,744	



■ Current Liabilities	■ Noncurrent Liabilities	■ Equity - Net Assets
-----------------------	--------------------------	-----------------------

Current Liabilities	3,436,083	4.5%
Noncurrent Liabilities	20,082,809	26.2%
Equity - Net Assets	53,170,852	69.3%
Total Liab & Equity	76,689,744	

Okeechobee Utility Authority
Detail of February 28, 2021 Other Operating Revenue
Data Per General Ledger Account Balances For Finance Report

		Actual Amount YTD	Amount Per Budget YTD	\$ Variance From Budget YTD
Accounts included in Other Operating Revenue:				
Install Fees-Water		\$ 9,940	\$ 2,656	\$ 7,284
Private Fire Protection		\$ 32,563	29,452	3,111
Turn on/off Fees		\$ 25,556	19,836	5,721
Other Revenue-Water	A	\$ 6,895	6,056	839
Install Fees-Sewer		\$ 1,040	2,550	(1,510)
Kings Bay Sewer Maint. Fees		\$ 4,376	4,593	(217)
Other Revenue-Sewer	B	\$ 836	839	(3)
Penalties & Late Charges		\$ 52,341	48,920	3,421
Gain/Loss Sale of Assets	C	\$ 25,390	0	25,390
Ag Land Lease		\$ 2,508	0	2,508
Miscellaneous Revenue	D	\$ 16,157	16,388	(231)
Totals		<u>\$ 177,602</u>	<u>\$ 131,290</u>	<u>\$ 46,313</u>

A Other Revenue-Water includes:

Water service inspection fees
Backflow prevention fees
After hours charges
Meter relocation charges
Bench test charges

B Other Revenue-Sewer includes:

Wastewater service line inspection fees

C Gain/Loss on Sale of Assets

There was \$18,000 of insurance proceeds from the truck that was declared totaled.
The truck was 100% depreciated on OUA's accounting records.

D Miscellaneous Revenue includes:

Administration charges
Charges for damage and repair to system:
Parts and labor used
Equipment charges

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 7

MARCH 8, 2021

CONSENT AGENDA

INVOICES FROM ONEWATER, INC. – LAKEVIEW ESTATES WWTP

Please find attached the invoice in the amount of \$24,900.25 submitted by OneWater, Inc. Staff is aware of the work currently being done by OneWater, Inc. and is in agreement with these requests.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Remaining Balance
					\$977,950.00
May-20	1	May-20		\$45,572.00	\$932,378.00
Jun-20	2	Jun-20		\$136,314.31	\$796,063.69
Jul-20	3	Jul-20		\$52,969.00	\$743,094.69
Aug-20	4	Aug-20		\$50,509.00	\$692,585.69
Sep-20	5	Sep-20		\$36,500.00	\$656,085.69
Oct-20	6	Nov-20		\$32,725.00	\$623,360.69
Nov-20	7	Nov-20		\$36,765.00	\$586,595.69
Dec-20	8	Dec-20		\$38,257.50	\$548,338.19
Jan-21	9	Jan-21		\$63,900.00	\$484,438.19
Feb-21	10	Feb-21		\$3,887.00	\$480,551.19
Mar-21	11		\$24,900.25		\$455,650.94

Staff recommends approval of this invoice in the amount of \$24,900.25 to OneWater, Inc.



INVOICE NO. 1367

March 1st 2021

Okeechobee Utility Authority
100 SW 5th Avenue
OKEECHOBEE FL 34974
Attention: John Hayford

OneWater Inc. – Two Pilot Projects
FLDEP Grant Agreement No: LP47012
OUA, OWI, Cain Enterprises Joint Agreement Executed
3/13/2020

AGREEMENT TOTAL - Grant Task Amounts to OneWater Inc.:											
Task 2 - Design and Permitting											\$ 123,000
Task 3 - Project Management & Testing											\$ 18,000
Task 4 - Construction											\$ 766,950
Task 5 - Connection to Central Sewer											\$ 70,000
TOTAL ORDER											\$ 977,950
PAYMENT DUE THIS INVOICE:											
Task 2	See KHA invoice										\$ 4,875.25
Task 3											\$ -
Task 4	See ESI Invoice										\$ 14,625.00
Task 5	See ESI Invoice										\$ 5,400.00
AMOUNT DUE THIS INVOICE											\$ 24,900.25
PRIOR INVOICES:	#1344A	#1346A	#1348A	#1352A	#1355A	#1357A	#1359A	#1362A	#1363A	#1365A	Totals
Task 2	\$ 6,150.00	\$ 11,070.00	\$ 13,530.00	\$ 11,070.00	\$ 6,500.00	\$ 2,725.00	\$ 6,765.00	\$ 7,995.00	\$ 12,300.00	\$ 3,887.00	\$ 81,992.00
Task 3	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Task 4	\$ 39,422.00	\$ 125,244.31	\$ 39,439.00	\$ 39,439.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 8,662.50	\$ 30,000.00	\$ -	\$ 372,206.81
Task 5	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,600.00	\$ 21,600.00	\$ -	\$ 43,200.00
TOTAL PRIOR INVOICES	\$ 45,572.00	\$ 136,314.31	\$ 52,969.00	\$ 50,509.00	\$ 36,500.00	\$ 32,725.00	\$ 36,765.00	\$ 38,257.50	\$ 63,900.00	\$ 3,887.00	\$ 497,398.81
REMAINING TO BE INVOICED:											
Task 2											\$ 36,132.75
Task 3											\$ 18,000.00
Task 4											\$ 380,118.19
Task 5											\$ 21,400.00
TOTAL REMAINING TO BE INVOICED											\$ 455,650.94
TOTAL ORDER											\$977,950.00

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 8

MARCH 8, 2021

CONSENT AGENDA

INVOICE FROM VOCELLE AND BERG, LLP

The OUA billed Gadsden Family LTD Partnership for wastewater connection fees in Pine Ridge Park. The customer is disputing the charges. The OUA has obtained the legal representation of Vocelle and Berg, LLP, to review the pertinent documents pertaining to the debt due. An invoice in the amount of \$612.00 has been submitted for approval for services during the month of January from Vocelle and Berg, LLP.

Invoice Date	Pay Request No.	Date Paid	Amt. Requested	Amount Paid	Total Paid
February-21	1	Feb-21		\$2,800.00	\$2,800.00
March-21	2			\$612.00	\$3,412.00

Staff recommends approval of this invoice in the amount of \$612.00 from Vocelle & Berg, LLC.

VOCELLE & BERG, LLP

ATTORNEYS AT LAW

A LIMITED LIABILITY PARTNERSHIP
OF PROFESSIONAL ASSOCIATIONS:

LOUIS B. VOCELLE, JR., P.A.
BOARD CERTIFIED CIVIL TRIAL LAWYER
BOARD CERTIFIED BUSINESS LITIGATION

PAUL R. BERG, P.A.
BOARD CERTIFIED CIVIL TRIAL LAWYER
BOARD CERTIFIED BUSINESS LITIGATION

3333 20TH STREET
VERO BEACH, FLORIDA 32960-2469
TELEPHONE (772) 562-8111

FAX (772) 562-2870
Internet: www.VocelleBerg.com

PLEASE REPLY TO VERO BEACH
E-MAIL:

HMELVILLE@VOCELLEBERG.COM

ST. LUCIE COUNTY OFFICE
101 NORTH U.S. #1, SUITE 200
FT. PIERCE, FLORIDA 34950
TELEPHONE: (772) 489-0774

HAROLD G. MELVILLE - OF COUNSEL
BOARD CERTIFIED CIVIL TRIAL LAWYER
BOARD CERTIFIED BUSINESS LITIGATION

ALEXANDRA M. MCGEE
ALSO ADMITTED IN PENNSYLVANIA & NEW JERSEY

March 1, 2021

John Hayford
Okeechobee Utility Authority
100 SW Fifth Avenue
Okeechobee, FL 34974-4221

Via U.S. Mail & Email to jhayford@ouafl.com and ap@ouafl.com

RE: Okeechobee Utility Authority / Virginia L. Gadsden Family Limited Partnership /
Wastewater Capital Connection Charges

Dear John:

Enclosed please find our statement for services rendered and costs incurred in connection with the above-referenced matter for the month of February 2021.

I have had no response by Martin Friedman, Esq. to our correspondence of February 15, 2021. Please advise as to how you want us to proceed.

Best regards.

Sincerely,

Harold G. Melville

HGM/py
Enclosure
cc: Tom Conely

VOCELLE & BERG, L.L.P.
3333 20TH STREET
VERO BEACH, FL 32960-2469
TELEPHONE (772) 562-8111
FAX (772) 562-2870
FEDERAL TAX I.D. # 20-5935145

Okeechobee Utility Authority
100 SW Fifth Avenue
Okeechobee FL 34974-4221

Page: 1
March 01, 2021
ACCOUNT NO: 3170-00002M
STATEMENT NO: 2

PO No. 10692 - Gadsden Family / Pine Ridge Park

			<u>RATE</u>	<u>HOURS</u>	
02/01/2021	HGM	Correspondence to John Hayford regarding rate expert and case law relating to charging capital connection fee twice to same customer from two different systems.	350.00	0.25	87.50
02/15/2021	HGM	Telephone conference with Murray Hamilton, OUA Rate Consultant. Draft proposed correspondence to Martin Friedman, Esq., counsel for Gadsden Family Limited Partnership. Correspondence to John Hayford.	350.00	1.50	525.00
		FOR CURRENT SERVICES RENDERED		1.75	612.50
		Previous Balance			\$2,800.00
		TOTAL CURRENT WORK			612.50
02/18/2021		PAYMENT - Check No. 26365			-2,800.00
		BALANCE DUE			<u>\$612.50</u>

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 9

MARCH 8, 2021

CONSENT AGENDA

ACCOUNTS TO BE WRITTEN OFF

There are six tenant accounts on the attachment that have been closed, and the debt is over 365 days ago.

These six tenants do not own real property in Okeechobee County from a search of the Okeechobee County Property Appraisers web site. K & P of Okeechobee, LLC is an inactive business entity from a search of Sunbiz.org.

Staff recommends approval that the six tenant accounts on the attachment totaling \$4,454.22 be written off.

							DAYS
UB ACCT	RTE/SEQ	OWNER	R/NR.GOV	FINAL	NAME (CUSTOMER)	ADDRESS	TOTAL
050609-00	30700760	Tenant	Residential	2/10/2020	HUCKER TABITHA L	3522 SE 25TH ST	1,954.23
050251-00	15003418	Tenant	Residential	2/11/2020	KING MORGAN L	812 SE 14TH ST	2,009.27
050888-00	12305510	TENANT	RESIDENTIAL	2/11/2020	NELSON ELSIE T	422 SW 3RD ST	95.79
051441-00	30700540	TENANT	RESIDENTIAL	2/11/2020	BURNEY SHENA D	3133 SE 25TH ST	166.50
049070-00	11104100	Tenant	Residential	3/2/2020	DEL CARMEN RODRIGUEZ MAIRIE	1016 NW 2ND ST	89.26
044372-00	13602101	Tenant	Non Residentia	3/5/2020	K & P OF OKEECHOBEE LLC	416 NE PARK ST STE B	139.17
							4,454.22

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 10

MARCH 8, 2021

WATER AND WASTEWATER REVENUE STUDY

OUA's previous five-year financial forecast was prepared by Raftelis, formerly Public Resource Management Group in January 2020.

The FY21 budget does have a budget line item of \$25,000 for a financial forecast to be provided by Raftelis, but the budget did not contemplate a capital connection charge study. The attached agreement by Raftelis is to prepare a capital connection charge and a water and wastewater rate forecast at a cost not to exceed \$57,850. The portion that exceeds the budgeted amount for Raftelis will be paid from general operating funds.

Raftelis's scope of services will include:

An initial presentation to the Board related to capital cost recovery methods and common industry practices and standards

A review of Capital Connection Charges and AGRC's and alternative funding scenarios

Based upon the outcome of discussions concerning the need for and amount of capital connection charges and AGRC's, Raftelis will prepare and present at a later date:

A review of detailed financial and statistical data, information related to capital improvement plans and customer growth

The preparation of a forecast of water and wastewater revenue

A projection of future operating results

An evaluation of revenue sufficiency of the system rates and recommendations to system-wide rate adjustments

A presentation of assumptions, factors to consider, and conclusions associated with the financial forecast and proposed rate adjustments

Staff recommends approval of and authorization of the Executive Director to execute the attached Raftelis Agreement dated February 22, 2021 in the amount of \$57,850.00 to complete a capital connection charge and a water and wastewater rate sufficiency study.

February 22, 2021

Mr. John Hayford
Executive Director
Okeechobee Utility Authority
100 S.W. 5th Avenue
Okeechobee, FL 34974-4221

Subject: **Agreement to Prepare a Water and Wastewater Revenue Sufficiency and Capital Connection Charge Study**

Dear Mr. Hayford:

Raftelis Financial Consultants, Inc. ("Raftelis") is pleased to submit this agreement to provide professional consulting services to the Okeechobee Utility Authority ("Authority" or "Client"). The consulting services provided under this agreement reflect three primary tasks including: 1) a review of the capital costs to provide water and/or wastewater service capacity that are currently recovered through the Authority's existing capital connection charges (CCCs) and accrued guaranteed revenue charges (AGRCs); 2) the development of a water and wastewater financial forecast for the evaluation of revenue sufficiency; and 3) the preparation and presentation of findings.

Based on our understanding of the Authority's needs, the project will commence with an initial project workshop and presentation to the Board of Directors to identify and discuss key elements related to the evaluation of capital costs to provide water and wastewater service capacity. The initial capital costs associated with the backbone treatment and transmission facilities of the water and wastewater systems are recouped through the Authority's CCCs and AGRCs. In recent years the Authority reduced the AGRCs and has applied a 75% discount to the existing CCCs and other associated connection fees for new water and/or wastewater service requests. This discount has been reviewed annually by the Board and was recently extended through September 30, 2021. The workshop will identify and discuss common industry practices and standards associated with capital cost recovery methods and how the implementation of CCCs and AGRCs may benefit existing and future customers of the system. An objective of the workshop is to obtain feedback and direction from the Board about any potential policy changes that should be considered when developing the financial forecast. Based on the outcome of the Board meeting, Raftelis will prepare up to three (3) alternative funding scenarios that may address different levels of the proposed CCCs and AGRCs. The financial forecast will then identify any projected rate adjustments to the monthly water and wastewater service rates over the next five (5) fiscal years.

As provided in the subsequent sections, this agreement is intended to set forth the scope of services and fee for the project.

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Henry Thomas will serve as the project director while Murray Hamilton will be the project manager and primary contact with the Authority staff. Other personnel will be utilized during the course of the engagement as needed. Attachment A, which is made a part of this task assignment, summarizes the direct labor hourly billing rates and the schedule of other direct costs relative to this engagement.

SCOPE OF SERVICES

The scope of services to be performed by Raftelis relative to this project are included herein as Attachment B based on the cost estimate provided for as Attachment C. Attachment D provides a listing of our standard terms and conditions.

COMPENSATION AND BILLING

Based on the direct labor billing rates as identified in Attachment A and the scope of services as summarized in Attachment B, the total budget for this work assignment is proposed to be \$57,850. Attachment C provides a detailed breakdown of each project task. Upon submission of monthly invoices for services furnished, the Client shall pay Raftelis an amount equal to the actual hours of service furnished times the hourly rates for services set forth in the Attachment A or as governed by any supplement modifying this agreement. The Client will also reimburse Raftelis each month at cost, for all out-of-pocket expenses directly chargeable to the work covered by this agreement. Such out-of-pocket expenses will include items such as reproduction, printing, postage, delivery and shipping, telephone, facsimile, and travel expenses such as rental cars, hotels and meals, and other direct expenses utilized or incurred in the provision of the consulting services. The total amount billed under this agreement shall not exceed the budget as set forth above without the prior written approval of the Client.

TERMS AND CONDITIONS

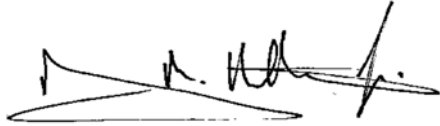
Standard terms and conditions, that are made part of this agreement, are set forth in Attachment D.

(Remainder of page intentionally left blank)

We appreciate the opportunity to submit this agreement to update the water and wastewater financial forecast. If this agreement is acceptable to you, please execute the contract and return a copy to us.

Very truly yours,

Raftelis Financial Consultants, Inc.



Murray M. Hamilton, Jr.
Senior Manager

ACCEPTED BY:

Okeechobee Utility Authority

John Hayford
Executive Director

Date

Attachments

ATTACHMENT A

OKEECHOBEE UTILITY AUTHORITY

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COSTS

DIRECT LABOR HOURLY RATES

Project Team Title	Direct Labor Hourly Rates [*]
Executive Vice President	\$260.00
Vice President	\$250.00
Senior Manager	\$215.00
Manager	\$195.00
Senior Consultant	\$165.00
Consultant	\$145.00
Associate	\$100.00
Administrative	\$ 80.00

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

STANDARD COST RATES

Expense Description	Standard Rates [*]
Mileage Allowance – Personal Car Use Only	IRS Standard Mileage Rate
Reproduction (Black and White) (In-House)	\$0.05 per Page
Reproduction (Color) (In-House)	\$0.25 per Page
Reproduction (Contracted)	Actual Cost
Computer Time	\$0.00 per Hour
Telephone Charges	Actual Cost
Delivery Charges	Actual Cost
Lodging/Other Travel Costs	Actual Cost
Meals	Not-to-Exceed per PRMG Employee: \$8.00 – Breakfast \$12.00 – Lunch \$25.00 – Dinner
Subconsultant Services	Actual Cost plus 5.0%
Other Costs for Services Rendered	Actual Cost

[*] Standard cost rates effective twelve months after the date of execution of the Agreement; where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will be substituted for the rates shown above.

ATTACHMENT B

OKEECHOBEE UTILITY AUTHORITY WATER AND WASTEWATER REVENUE SUFFICIENCY AND CAPITAL CONNECTION CHARGE STUDY

SCOPE OF SERVICES

The scope of services to be performed by Raftelis under this agreement reflect three primary tasks including: 1) a review of the capital costs to provide water and/or wastewater service capacity that are currently recovered through the Authority's existing capital connection charges (CCCs) and accrued guaranteed revenue charges (AGRCs); 2) the development of a water and wastewater financial forecast for the evaluation of revenue sufficiency; and 3) the preparation and presentation of findings. This section is intended to identify the detailed tasks associated with the proposed scope of services.

Task 1 – Review of Capital Connection Charges and AGRCs

Task 1-1 – Initial Project Meeting / Board of Directors' Workshop: Based on our understanding of the Authority's needs, the project will commence with an initial project workshop and presentation to the Board of Directors to identify and discuss key elements related to the evaluation of capital costs to provide new service capacity. The initial capital costs associated with the backbone treatment and transmission facilities of the water and wastewater systems are recouped through the Authority's CCCs and AGRCs. In recent years the Authority reduced the AGRCs and has applied a 75% discount to the existing CCCs and other associated connection fees for new water and/or wastewater service requests. This discount has been reviewed annually by the Board and was recently extended through September 30, 2021. The workshop will identify and discuss common industry practices and standards associated with capital cost recovery methods and how the implementation of CCCs and AGRCs may benefit existing and future customers of the system. An objective of the workshop is to obtain feedback and direction from the Board about any potential policy changes that should be considered when developing the financial forecast. Based on the outcome of the Board meeting, Raftelis will prepare up to three (3) alternative funding scenarios that may address different levels of the proposed CCCs and AGRCs. The financial forecast will then identify any projected rate adjustments to the monthly water and wastewater service rates over the next five (5) fiscal years.

To review the initial capital costs of providing water and wastewater treatment and transmission capacity, Raftelis will request a list of the fixed asset records of the system in sufficient detail and description to apportion the existing investments by each specific utility requirement. Raftelis will also request a copy of the detailed capital improvements program, including any master plans that identify the future treatment and transmission needs of the system. In addition, monthly operating reports (MORs) for each plant in service will be requested to evaluate the amount of existing system capacity that is available to serve new growth.

Task 1-2 – Development of Capital Connection Charges and AGRCs – Based on the Authority’s CIP, existing treatment plant capacity utilization, and existing fixed asset records the cost of water and wastewater system expansion to serve new capacity needs (system growth) will be identified. The growth-related costs, along with level of service standards appropriate for each utility system, will be used to update the existing CCCs and AGRCs for consideration by the Board. This task will also include developing a detailed residential CCC comparison (per equivalent residential connection or 1 ERC) to evaluate the competitiveness of the proposed fees with other utility systems in the area.

Task 1-3 – Preparation of Technical Letter Report – Raftelis will prepare a technical letter report based on the review of the CCCs and AGRCs to summarize the results of the study.

Task 1-4 – Review of Proposed Rate Resolution – Raftelis will work with the Authority’s Attorney to assist in the review and update to the CCC and AGRC resolution to ensure that the proposed definitions and schedule of fees are consistent with the findings of the study.

Task 2 – Development of Financial Forecast

Task 2-1 – Data Acquisition and Review: Raftelis will gather current information and data regarding the management and operations of Authority. The information requested will include, but not be limited to:

- A. Detailed financial and statistical data as required to prepare the Financial Forecast;
- B. Information regarding the status of developer agreements and anticipated customer growth;
- C. Information related to the capital improvement plan and master plans, if any;
- D. Debt service and financing assumptions; and
- E. Other related financial and statistical information.

Task 2-2 – Customer, Sales and Revenue Forecast: Based on updated information regarding future development within the water and wastewater utility system, Raftelis will prepare a forecast of water and wastewater revenues of the system. The forecast will be prepared for a five (5) fiscal year period beginning with FY2022 and ending with FY2026.

Task 2-3 – Projection of Future Operating Results: Raftelis will develop a five year projection of operating results for the water and wastewater utility systems based initially on the adopted FY2021 Operating Budget and Capital Improvement Plan as adjusted for any recent year-to-date actual operating results. The projections will also consider the proposed FY2022 Operating Budget, the most recent project financing assumptions, and updated assumptions and data provided by the Authority in order to estimate the ability of system revenues to meet the expenditure and rate covenant requirements. The projected operating results will be based on, but not limited to, the following:

- A. Historical trends in operations
- B. The current and future year's operating budget
- C. The capital improvement program
- D. Recognition of any changes in operations as result of new capital facilities, regulatory mandates and Authority policy
- E. Recognition of inflationary allowances and the effects of system growth upon the cost of future operations
- F. Recognition of restricted and unrestricted cash balances and reserves available for system operations and capital improvement program expenditures
- G. Information regarding the capital funding plan developed in conjunction with Authority, including the Authority's planned utility extension projects
- H. The rates currently in effect, including any provisions for indexing or approved rate adjustments as may be appropriate
- I. Other information as deemed appropriate by Raftelis or Authority staff

The projection of future operating results will also include an analysis of compliance with the covenants associated with the issuance of the outstanding revenue bonds and SRF loan requirements and the sufficiency of rates to satisfy the system revenue requirements.

Task 2-4 – Evaluation of Revenue Sufficiency: Raftelis will evaluate the adequacy of existing rates necessary to support the projection of operating results. This task will consider up to three (3) scenarios to evaluate alternative funding options related to implementing proposed CCCs and AGRCs developed under Task No. 1-2. The funding option scenarios will evaluate the impact on existing rates after considering any proposed policy changes associated with the collection of CCCs and/or AGRCs. This task will be planned in more detail with Authority staff based on the direction we receive from the Board of Directors during the initial project workshop identified in Task No. 1-1.

Raftelis will recommend system-wide rate adjustments to monthly water and wastewater service rates, if needed, to be implemented over the forecast period. A residential rate comparison will also be developed based on the Authority's existing and proposed rates and the existing rates of neighboring, benchmark utilities.

Task 3 – Preparation and Presentation Findings

Task 3-1 – Prepare and Present Findings: Raftelis will attend two (2) additional Board Meetings, in addition to the initial project workshop identified in Task No. 1-1, to present the results of the study and attend any necessary public hearing. In addition, Raftelis will hold approximately three (3) remote / on-line meetings with Authority staff during the

course of the study to review the results. Raftelis will provide management with a presentation document and supporting tables that will summarize the assumptions, considerations and conclusions associated with the updated financial forecast and proposed monthly service rate adjustments.

POTENTIAL ADDITIONAL SERVICES NOT ANTICIPATED AT THIS TIME

Although not anticipated at this time, the Authority may request additional services by Raftelis. The cost of performing such additional services will be based upon the actual hours involved in providing the services and Raftelis's current schedule of direct labor rates. Additional services may include, but are not limited to:

1. Additional meetings beyond the three (3) on-site meetings proposed in this agreement
2. A review of the meter installation fees and/or other miscellaneous utility charges of the system based on an evaluation of the costs to provide service
3. A cost of service study to re-design monthly service rates by customer class or service level
4. Development of a Capital Financial Plan, Loan Feasibility Study or other services associated with requesting future loans
5. Additional study scenarios or significant delays in the project schedule that result in additional analysis and effort beyond the proposed project budget

DELIVERY SCHEDULE

After being given notification to proceed by Authority, Raftelis will schedule the initial project meeting and workshop with the Board of Directors within thirty (30) days and plans to complete the study within an additional ninety (90) days, or within 120 days after the notice to proceed. This project schedule assumes that the Authority will provide the required data in an expedited manner in order to meet this commitment.

(Remainder of page intentionally left blank)

ATTACHMENT C

Okeechobee Utility Authority

Project Cost Estimate to Prepare a Water and Wastewater Revenue Sufficiency and Capital Connection Charge Study

Line No.	Activity	Task	Vice President	Senior Consultant	Consultant	Clerical & Admin.	Totals
1	Project Billing Rates (\$/Hr.)		\$250.00	\$215.00	\$145.00	\$80.00	
	Study Tasks:						
	<u>Task 1: Review of Capital Connection Charges and AGRCs</u>						
2	Initial Project Meeting / Board of Directors' Workshop (includes 1 On-site Meeting)	1-1	4	24	8	-	36
3	Development of Capital Connection Charges and AGRCs	1-2	11	22	48	-	81
4	Preparation of Technical CCCs and AGRCs Letter Report	1-3	2	8	12	8	30
5	Review of Proposed CCC and AGRC Rate Resolution	1-4	1	2	-	-	3
6	Sub-total Hours		18	56	68	8	150
7	Sub-total Direct Labor Cost		\$4,500	\$12,040	\$9,860	\$640	\$27,040
	<u>Task 2: Development of Financial Forecast</u>						
8	Data Acquisition & Review	2-1	-	4	8	-	12
9	Customer, Sales and Revenue Forecast	2-2	1	6	12	-	19
10	Projection of Future Operating Results	2-3	4	16	32	-	52
11	Evaluation of Revenue Sufficiency (Up to 3-Alternatives)	2-4	3	9	12	-	24
12	Sub-total Hours		8	35	64	-	107
13	Sub-total Direct Labor Cost		\$2,000	\$7,525	\$9,280	\$0	\$18,805
	<u>Task 3: Preparation and Presentation of Results</u>						
	Prepare and Present Findings	3-1					
14	Preparation of Briefing Documents		2	12	8	4	26
15	Staff Meetings to Review Study Results (3 On-line Meetings)		-	5	5	-	10
16	Presentation to the Board (2 On-site Meetings)		-	12	6	-	18
17	Overall Project Management and Review		2	5	-	2	9
18	Sub-total Hours		4	34	19	6	63
19	Sub-total Direct Labor Cost		\$1,000	\$7,310	\$2,755	\$480	\$11,545
	Total						
20	Total Hours		30	125	151	14	320
21	Total Direct Labor Cost		\$7,500	\$26,875	\$21,895	\$1,120	\$57,390
	Allowance for Other Project Costs						
22	Travel Allowance (3 Meetings)						\$450
23	Allowance for Miscellaneous Expenses (Rounding)						10
24	Total Allowance for Indirect Costs						460
25	Total Proposed Project Cost						\$57,850

I. SCOPE

Raftelis Financial Consultants, Inc. ("Raftelis") agrees to perform the professional consulting services described in the agreement (the "Work") that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of Raftelis shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the Client, shall constitute a binding agreement on both parties (hereinafter the "Agreement").

II. COMPENSATION

The Client, as defined in the agreement, agrees to pay for the services as billed within thirty (30) days of receiving the invoice. Amounts paid after thirty (30) days may be subject to interest charges, not to exceed a monthly compound rate of one percent (1.0%) applied to the delinquent unpaid balance.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or, if no reference is provided, at the actual cost as incurred by Raftelis.

III. RESPONSIBILITY

Raftelis is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. Raftelis shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations. Raftelis does not expressly warrant or guarantee its services.

IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS

If Raftelis' performance of services hereunder requires Raftelis to rely on information provided by other parties (excepting Raftelis' subcontractors), Raftelis shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

V. INDEMNIFICATION

Raftelis agrees to indemnify, defend, and hold Client harmless from and against any liability arising out of the negligent errors or negligent omissions of Raftelis, its agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall Raftelis be responsible or liable to Client for any incidental, consequential, or other indirect damages.

Client agrees to indemnify, defend, and hold Raftelis harmless from and against any liability arising out of the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I, but only to the limit of Florida law as Client does not waive its sovereign immunity.

VI. INSURANCE

Raftelis shall maintain during the life of the agreement the following minimum insurance:

1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:

Each Occurrence	\$1,000,000
Damage to Rented Premises (Each Occurrence)	\$500,000
Medical Expense (Any one person)	\$15,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000
Products – Completed/Operation General Aggregate	\$2,000,000

2. Statutory worker's compensation and employers' liability insurance as required by state law.
3. Professional liability insurance at a limit of liability of not less than \$5,000,000 aggregate.

VII. SUBCONTRACTS

Unless specifically specified in the Agreement, Raftelis shall be entitled, to the extent determined to be appropriate by Raftelis, to subcontract any portion of the Work to be performed under this Agreement.

VIII. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This agreement may not be assigned by Client or Raftelis without prior, written consent of the other.

IX. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and Raftelis as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION

This agreement shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in that state.

XI. SEVERABILITY

If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. FORCE MAJEURE

Raftelis shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of Raftelis. Raftelis will take reasonable steps to mitigate the impact of any force majeure.

XIII. NO BENEFIT FOR THIRD PARTIES

The services to be performed by Raftelis hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on Raftelis' performance of its services hereunder.

XIV. WORK PRODUCT

Raftelis and Client recognize that Raftelis' Work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify Raftelis against all losses, damages, costs, and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration, or reuse, however Client's indemnity shall only be to the limit of Florida law as Client does not waive its sovereign immunity.

XV. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the Work impossible. Raftelis may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. Raftelis may suspend Work on the project in the event Client does not pay invoices when due. Raftelis shall be compensated for its reasonable expenses resulting from such suspension including mobilization and de-mobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

XVI. TERMINATION OF WORK

Client may terminate all or a portion of the Work covered by the agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This agreement may be terminated by Raftelis: a) for cause, if Client breaches this Agreement through no fault of Raftelis and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after Raftelis has given

written notice of the alleged breach to Client; or
b) upon five days' notice if Work under this Agreement has been suspended by either Client or Raftelis in the aggregate for more than ninety (90) days.

In the event of termination, Raftelis shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional Work shall not exceed five percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. Raftelis shall be compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article.

XVII. ARBITRATION

All claims, disputes and other matters in question between the parties to this agreement arising out of or relating to this agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Florida Arbitration Code. No arbitration arising out of or relating to this agreement shall include any person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the parties hereto and persons to be joined.

This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other parties to this agreement. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event after the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law in any court having jurisdiction.

XVIII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the Raftelis Project Manager and to the person signing the Agreement on behalf of the Client and shall be effective upon delivery to the address stated in the Agreement.

XIX. PUBLIC RECORDS

Pursuant to applicable Florida law, Raftelis' records associated with this Agreement may be subject to Florida's public records laws, Florida Statutes 119.01, et seq., as amended from time to time. Raftelis shall comply with all public records obligations set for in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Client at the conclusion of this Agreement, as provided for in Florida Statutes 119.0701 (2013).

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 11

MARCH 8, 2021

ADVANCED METERING INFRASTRUCTURE

OUA staff have continued to look at advanced metering capability for the OUA water system. Attached is a proposal from Holtz Consulting Engineers, Inc. (HCE) to secure an application fund this project by use of the State Revolving Fund. HCE has conducted the initial planning for the project and submitted the Request for Inclusion, which is the first step to obtain SRF monies.

Advanced Metering Infrastructure (AMI) will allow both customer and OUA features that will enhance monthly water service.

OUA Features

- Allow for remote reading of meter information; and
- If a meter is to be off and locked, emergency notification if flow is detected; and
- If flows exceeded a pre-set limit (say 5,000 gallons for 1-hour, 24-hour, etc.), then send and emergency notification; and
- Potential backflow alerts.

Customer Features

- Customer access for review of billing records; and
- Possible customer bill pay option; and
- Customer review of flow/consumption records; and
- On-site leak detection/prevention; and
- Customer driven water conservation measures.

The OUA Board has previously authorized staff to go forward with the submission of the RFI and to execute a funding option with the SFWMD (\$100,000) grant. Staff is requesting approval of the attached proposal to further the SRF fund application process.

OUA staff recommends the following actions:

- Approve the HCE submittal (\$17,692.00) to prepare and submit to the SRF Water Facilities Plan to continue the SRF loan/grant process.



HOLTZ CONSULTING ENGINEERS, INC

February 24, 2021

Mr. John Hayford, PE
Executive Director
Okeechobee Utility Authority
100 SW 5th Avenue
Okeechobee, FL 34974

Subject: Water Facilities Plan SRF Assistance for Okeechobee Utility Authority Advanced Metering Infrastructure Program

Dear Mr. Hayford,

Holtz Consulting Engineers, Inc. (HCE) is pleased to submit our proposal for engineering services to assist the Okeechobee Utility Authority (OUA) with the State Revolving Fund (SRF) Drinking Water Program funding assistance for the implementation of Advanced Metering Infrastructure (AMI) within OUA's water distribution system.

The following is a detailed description of the engineering services to be provided.

SECTION 1 - SCOPE OF SERVICES

HCE shall perform the engineering Scope of Services as described herein.

Task 1 – Prepare and Submit Water Facilities Plan

HCE shall prepare and submit a Facilities Planning Document to the Drinking Water SRF Program. The Facilities Plan will include the following documentation as required by the FDEP:

- Sufficient illustrative and descriptive detail of the project to identify project location and existing and proposed service areas.
- Description of the major components of the proposed project.
- The need or justification for the project and its environmental and economic impacts and benefits.
- Description of the existing water system and its performance.
- Discussion of any problems with the existing water system associated with water quality, public health hazards, low system pressure, inadequate capacity, or any other problems. This will be verified with most current FDEP Sanitary Survey Report.
- A projection of population and water demand (minimum 20 years) and present and historic water usage.



- A description of the O&M program and the capacity (both managerial and technical) of the existing water system.
- A cost comparison of at least two or three alternatives.
- Discussion of the various factors that affect the decision-making process that led to the “selected project alternative” and the rationale for selecting that alternative.
- A description of the recommended project estimated capital costs, estimated operation and maintenance costs, and repair and replacement costs.
- A project cost breakdown of the selected alternative. The total cost will reflect the data used in the cost comparison. As this project is proposed to be constructed in multiple phases, the capital costs for each phase and the overall total project cost will be included.
- Documentation (i.e., copies of the Public Notice and meeting minutes) of the public meeting held to explain the project and the financial impacts to affected parties, including discussion of the opportunity for the public to participate in evaluating project alternatives. HCE will assist with the advertisement of the public meeting, attend the public meeting, and prepare the minutes to be included in the facilities plan.
- A completed and signed business plan including the proposed system of charges, rates, fees, and other collections that will generate the revenue to be dedicated to loan repayment (e.g., user charge rates). The business plan will be completed by OUA and provided to HCE for inclusion in the facilities plan.
- A schedule for implementing the proposed project.
- Adopting resolution or other action establishing a commitment to implement the planning recommendations. The public meeting must be held before the resolution. HCE will assist OUA with the preparation of the adopting resolution to be presented to the OUA board for approval.
- Verification that construction permits are not required by the regulatory agency for the installation of water meters only.

SECTION 2 - DELIVERABLES

The following deliverables will be provided to the OUA:

1. One (1) hard copy and one (1) PDF copy of the Water Facilities Plan.
2. PDF copy of minutes from the public meeting.

SECTION 3 – COMPENSATION



HOLTZ CONSULTING ENGINEERS, INC

Compensation for Task shall be a lump sum amount of \$692.00 Please refer to the attached cost breakdown.

SECTION 4 – SCHEDULE

The project will be completed with the assumption that the August 1st, 2021 SRF hearing meeting is the targeted hearing date. The completed Facilities Plan and Request for Inclusion (completed under a separate work authorization) will be submitted a minimum of 45 days prior to the SRF hearing date, or by June 27, 2021. The draft facilities plan will be submitted to OUA for review by April 2021. HCE intends to hold the public meeting at the end of April 2021 and have the OUA board approve the Adopting Resolution in May 2021.

We greatly appreciate the opportunity to assist OUA with this project.

Sincerely,
HOLTZ CONSULTING ENGINEERS, INC.

David Holtz, PE
Vice President

ACCEPTED BY:

Okeechobee Utility Authority

Date

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 12

MARCH 8, 2021

FDOT WATER MAIN REPLACEMENT US441SE

Florida Department of Transportation (FDOT) has planned a stormwater improvement project for US 441SE/SR15 between SE 36th and SE 38th Avenues. The OUA has an existing 6-inch cast iron water main that will be in conflict the proposed storm water piping (see red line).



As defined by FDOT right-of-way requirements, the OUA is required to move OUA facilities out of the way of planned FDOT improvements. Holtz Consulting Engineers, INC. (HCE) has extensive FDOT design utility design experience.

Preliminary cost estimates have the replacement of ±600 LF of 6-inch CI piping at \$125,000 to 175,000, depending upon final design and FDOT requirements.

HCE has submitted a proposal for a scope of work at a fee of \$34,900.00. The proposal includes an accelerated schedule in an attempt to meet a new FDOT deadline for work completed.

AGREEMENT
FOR
PROFESSIONAL ENGINEERING SERVICES
BETWEEN OKEECHOBEE UTILITY AUTHORITY
AND
HOLTZ CONSULTING ENGINEERS, INC.
FOR
UTILITY ADJUSTMENTS FOR FDOT PROJECT 44317252-01

I. BACKGROUND

Holtz Consulting Engineers, Inc. (HCE) will provide engineering services for the design, permitting, bidding, and services during construction for the relocation of approximately 605 linear feet of 6 inch water main along US Highway 441 within the Okeechobee Utility Authority's (OUA) utility service area. This work is due to proposed future roadway and drainage work on US Highway 441 under a separate project to be completed by the Florida Department of Environmental Protection (FDOT Financial Project ID 44317252-01). Work will include the development of construction plans and specifications for the relocation of the water main and notation for future removal of the existing water main, and tie-in of the new water main to OUAs existing water distribution system.

II. GENERAL SCOPE OF WORK

The OUAs has requested comprehensive engineering services from HCE to provide engineering design, permitting, bidding, and services during construction services related to the water main relocation for FDOT project 44317252-01 on US Highway 441. Specific tasks include the following:

1. Task 1 – Engineering Design Services
2. Task 2 – Permitting Services
3. Task 3 – Bidding Services
4. Task 4 – Engineering Services During Construction

A detailed description of each task is described in greater detail below.

TASK 1: DESIGN SERVICES

HCE shall develop bidding and contract documents including detailed technical specifications and drawings depicting the work. The standard OUAs bidding and contract documents will be utilized by HCE in preparing the documents. It is anticipated that approximately 7 drawings will be developed as follows:

General

- G-1 Cover
- G-2 Legend, Abbreviations and Construction Notes
- G-3 Key Sheet

Civil

- C-1 Water Main Plan View 1
- C-2 Water Main Plan View 2

Details

- D-1 Civil/Pipe Details 1
- D-2 Civil/Pipe Details 2

HCE shall prepare and submit 90% and final design documents for OUA review. Final bidding documents and technical specifications will be updated and submitted based on OUA's comments on each submission. HCE will meet with OUA to review OUA's comments.

HCE will develop an estimated construction cost for the project to accompany the final documents.

Engineering plans will be prepared on a 1"=40' scale on 11" x 17" sheets to match the FDOT drawings. The utility relocation drawings shall be prepared using information from the roadway and drainage drawings prepared by FDOT. HCE shall use drawings from the FDOT as the "base" drawings on which the proposed utility work will be depicted. No additional survey work will be completed in order to prepare the drawings.

HCE will reference FDOT Standard Plan Index 102 Maintenance of Traffic (MOT) on the drawings. No separate MOT plan will be prepared for design.

TASK 2: PERMITTING SERVICES

HCE shall prepare and submit the following permit applications for construction of the water distribution improvements:

- FDOT Utility Right-of-Way Permit

HCE will coordinate with the permitting agency during the review process on a regular basis in an effort to keep the project on schedule and respond to their review comments. HCE will respond to requests for information (RFIs) from the agency.

TASK 3: SERVICES DURING BIDDING

HCE will perform, as required by OUA, the following services during the bidding phase of the Project:

1. Prepare bid documents including drawings and specifications
2. Prepare bid advertisement and provide bid documents to bidders.
3. Conduct a prebid meeting and issue meeting minutes to all plan holders.
4. Respond to bidder's questions and issue addenda as necessary to clarify the bid documents.
5. Attend the bid opening and prepare the bid tabulation form.
6. Evaluate the bids including contacting contractor references and prepare a

recommendation of award the lowest responsive responsible bidder

TASK 4: ENGINEERING SERVICES DURING CONSTRUCTION

HCE will provide the following services:

- HCE shall conduct a preconstruction meeting and prepare a meeting agenda and prepare and distribute minutes
- HCE shall review and process shop drawings and other submittals (assume 1 submittals).
- HCE shall provide general construction and contract administration and correspondence.
- HCE will provide periodic site visits during critical stages of the construction process (estimated at an average of 4 hours per week for 4 weeks of actual construction by a construction inspector). Assume a two month construction contract.
- HCE shall review contractor's pay requests (2 application for payments estimated).
- HCE shall provide interpretations of drawings, technical specifications, and Contract Documents and respond to requests for information (RFIs) as required (RFI estimated).
- HCE shall prepare work change directives and change orders if required (change order estimated).
- HCE shall review and approve record drawings and closeout documents provided by the contractor.
- HCE shall attend a substantial completion walkthrough, prepare a punchlist of incomplete or deficient items, and monitor the completion of the punchlist.
- HCE shall submit certification documentation and close the FDOT permit.

III. OUA RESPONSIBILITIES

The OUA will provide specific data and activities for the project. Such data and activities shall include as a minimum the following information as available

1. Payment for any permitting fees.
2. Prompt review of all deliverables.
3. Participation of key personnel at progress meetings.
4. Provide supplemental construction observation services.

IV. DELIVERABLES

The following deliverables will be provided to OUA:

1. 90-percent, and final plans and technical specifications (2) 11"x17" copies of the plans and one (1) bound set of specifications. The final plans will be submitted.

2. Copies of all shop drawings, submittals, RFI's correspondence, record drawings, O&M manuals, etc. submitted by the Contractor.
3. One digital copy of all final construction plans and specifications in PDF, Microsoft Word and AutoCAD Version 201.

V. TIME OF COMPLETION

HCE shall complete the project as outlined below in the project schedule.

- Task1 – Engineering Design Services
 - 90% plans and specifications March 19, 2021
 - 100% plans and specification March 26, 2021
- Task2 – Permitting Services Submit with 90% Design Documents
- Task3 – Bidding Services- 1 month from advertisement Assume advertisement is published March 28, 2021 and bid opening April 21, 2021.
- Task4 – Engineering Services During Construction 60 days from contractor's Notice to Proceed

VI. SCHEDULE OF FEES

Proposed labor costs for engineering services (Lump Sum) are tabulated and detailed in Attachment B

TASK	ENGINEERING FEE
Task1 –Design Services	\$13,750
Task2 – Permitting Services	\$1,660
Task3 – Bidding Services	\$3,780
Task4 – Engineering Services During Construction	\$15,710
TOTAL LUMP SUM	\$34,900

IN WITNESS WHEREOF, the parties have made and executed this Agreement, the day and year first above written.

HOLTZ CONSULTING ENGINEERS, INC.

By: _____ Date: _____
Andrea Holtz, PE President

OKEECHOBEE UTILITY AUTHORITY

By: _____ Date: _____
Steven D. Nelson, Chairman

The project will entail installation of approximately 600 LF of 6-inch piping and various appurtenances. The new piping will need to be flushed, pressure tested, disinfected and complete a bacteriological testing program. During the actual roadway construction, the 6-inch cast iron piping will need to be removed and disposed.

The FDOT has recently moved the advertisement date for their project up from November 2021 date to early June. This change of dates is what is requiring this accelerated schedule by the OUA.

It is OUA staff recommendation to approve the expenditure of \$34,900.00 to Holtz Consulting Engineers, Inc. with the design and construction services work proposed for the US 441SE water main replacement project.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 13

MARCH 8, 2021

LPQ0008 AGREEMENT MODIFICATION

Please find attached a proposed modified LPQ0008 agreement between the Okeechobee Utility Authority and the Florida Department of Environmental Protection. This modification is necessary due to the addition of the work associated with the Okee-Tantie project. This modified agreement adds \$10,500,000 in grant monies to the overall SWSA project and changes the scope of work for the SWSA to include the work associated with Okee-Tantie.

Staff have reviewed the document and recommends acceptance and approval by the OUA Board. Staff recommends the OUA Board to authorize the OUA Board Chairman and staff to execute the attached document.

If the modified LPQ0008 agreement is approved, OUA staff will advertise an RFP for engineering services concerning the work associated with the additional Okee-Tantie project.

**AMENDMENT NO. 2
TO AGREEMENT NO. LPQ0008
BETWEEN
FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION
AND
OKEECHOBEE UTILITY AUTHORITY**

This Amendment to Agreement No. LPQ0008 (Agreement) is made by and between the Department of Environmental Protection (Department), an agency of the State of Florida, and Okeechobee Utility Authority (Grantee), on the date last signed below.

WHEREAS, the Department entered into the Agreement with the Grantee for Okeechobee Utility Authority Southwest Wastewater Service Area & Okee-Tantie Wastewater Improvements Project, effective December 3, 2019 and amended October 1, 2020; and

WHEREAS, funding in the amount of \$6,000,000 was provided under Line Item 1662 of the 2019-2020 General Appropriations Act for Okeechobee Utility Authority Southwest Wastewater Service Area ("Project"); and,

WHEREAS, \$500,000 in additional funding for this Project was provided under Line Item 1635A of the 2020-2021 General Appropriations Act; and the total funding for this Agreement is now \$6,500,000; and,

WHEREAS, \$12,000,000 in additional funding for this Project was provided under Line Item 1641 of the 2020-2021 General Appropriations Act; and the total funding for this Agreement is now \$18,500,000; and,

WHEREAS, the Grantee has requested a revision in the scope of work, a reallocation of the budget, and an extension which is needed to complete additional work; and,

1. The Agreement is effective until June 30, 2025. The reimbursement period for this Agreement begins on July 1, 2019 and ends at the expiration of the Agreement. The Department and the Grantee shall continue to perform their respective duties during this extension period pursuant to the same terms and conditions provided in the Agreement.
2. **Attachment 3-1, Revised Grant Work Plan**, is hereby deleted in its entirety and replaced with **Attachment 3-2, Revised Grant Work Plan**, as attached to this Amendment and hereby incorporated into the Agreement. All references in the Agreement to **Attachment 3** shall hereinafter refer to **Attachment 3-2, Revised Grant Work Plan**.
3. **Attachment 5-1, Special Audit Requirements**, is hereby deleted in its entirety and replaced with **Attachment 5-2, Revised Special Audit Requirements**, attached hereto and made a part of the Agreement. All references in the Agreement to **Attachment 5**, shall hereinafter refer to **Attachment 5-2, Revised Special Audit Requirements**.
4. All other terms and conditions of the Agreement remain in effect. If and to the extent that any inconsistency may appear between the Agreement and this Amendment, the provisions of this Amendment shall control.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the parties have caused this amendment to Agreement No. LPQ0008 to be duly executed, the day and year last written below.

OKEECHOBEE UTILITY AUTHORITY

STATE OF FLORIDA DEPARTMENT OF
ENVIRONMENTAL PROTECTION

By: _____
Steven D. Nelson, Chairman

By: _____
Trina Vielhauer, Division Director

Date: _____

Date: _____

Sue Leitholf, DEP Grant Manager

Sandra Waters, DEP QC Reviewer

List of attachments/exhibits included as part of this Amendment:

Specify Type	Letter/ Number	Description (include number of pages)
Attachment	3-2	Revised Grant Work Plan (8 Pages)
Attachment	5-2	Revised Special Audit Requirements (6 Pages)

ATTACHMENT 3-2 REVISED GRANT WORK PLAN

PROJECT TITLE: Okeechobee Utility Authority Southwest Wastewater Service Area & Okee-Tantie Wastewater Improvements Project

PROJECT LOCATION: The Project will be located in Okeechobee County; near Lat/Long (27.2279/-80.8575). See Figures 1-5 for location and transmission line maps .

PROJECT BACKGROUND: On December 13, 2016, the Okeechobee Utility Authority (OUA) (Grantee) completed a preliminary design memorandum in order to identify and prioritize the need for a comprehensive wastewater collection system for the Southwest Wastewater Service Area (SWSA) to improve groundwater quality and to eliminate a potential public health threat due to severe localized flooding of residential septic tank drain fields.

Additionally, the OUA authorized a similar report for the Okee-Tantie area on the Kissimmee River at Lake Okeechobee. This report was completed in November 2015 and included several options to eliminate several small package treatment plants and multiple septic tank system serving the State Road 78 corridor.

PROJECT DESCRIPTION: The Grantee will install the necessary infrastructure in the Southwest Wastewater Service Area residential neighborhoods shown in Figure 1. The SWSA project will be constructed in a multi-phased approach. The first phase will be the master pump station and two force mains. One force main will connect the existing force main network east of the proposed pump station to the proposed pump station. The other force main will take flow from the proposed station northward to an existing pump station (NW-15). This project will also include the purchase of property for the pump station and easements for the force main across private property. The second phase will construct several collection systems, vacuum/pump stations and connect the residential units to the collection system.

While infrastructure requirements are subject to final engineering design, the proposed wastewater collection system improvements will consist of either gravity or vacuum collection piping from the residential lot line through a network of collection piping leading to a centralized vacuum pump station. From this pump station, a force main will be installed to allow for the pumping of the collected wastewater to an existing regional wastewater pump station. The final design report may identify minor upgrades to this existing pump station.

The Okee-Tantie wastewater improvements will include multiple small wastewater pump stations to serve as collection/pumping facilities at the package treatment plants. There will also be smaller pump stations to serve the septic tank systems along the route. These pumps stations will be connected together by a PVC sanitary force main. Figures 2, 3 & 4 show the general route of the force main from the Okee-Tantie area to the SWSA master pump station. Figures 4 & 5 depict the force main route from the SWSA master pump station to the existing pump station NW-15.

TASKS:

All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of the wastewater collection system improvements and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the wastewater collection system improvements.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement following the conclusion of the task.

Task 3: Project Management

Deliverables: The Grantee will perform project management, including field engineering services, construction observation, site meetings with construction contractor(s) and design professionals, and overall project coordination and supervision.

Documentation: The Grantee will submit interim progress status summaries including summary of inspection(s), meeting minutes and field notes, as applicable.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 4: Construction

Deliverables: The Grantee will construct the wastewater collection system improvements in accordance with the construction contract documents.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a signed Engineer's Certification of Payment Request.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 5: Land Acquisition

Deliverables: The Grantee will acquire fee simple and/or less-than-fee simple interest on properties within the Southwest Wastewater Service Area for the pump station and easements for the force main. Costs related to pre-acquisition and acquisition will be reimbursable. The property and easement interests will be held by the Grantee.

Documentation: The Grantee will submit: 1) copies of all appraisals; 2) the closing statement or all closing documents; 3) title exam/insurance; 4) property survey; 5) boundary map; and 6) the deed, recorded easement, or property interest.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables are completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement at the conclusion of the task.

PROJECT TIMELINE & BUDGET DETAIL: The tasks must be completed by, and all documentation received by, the corresponding task end date

Task No.	Task Title	Budget Category	Budget Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$ 1,508,250	07/01/2019	07/01/2023
2	Bidding and Contractor Selection	Contractual Services	\$ 50,000	01/01/2021	12/31/2023
3	Project Management	Contractual Services	\$ 660,024	07/01/2019	12/31/2024
4	Construction	Contractual Services	\$ 15,858,081	01/01/2021	12/31/2024
5	Land Acquisition	Land Acquisition	\$ 423,645	01/01/2021	12/31/2024
Total:			\$ 18,500,000		

Note that, per Section 8.h. of Attachment 1, authorization for continuation and completion of work and any associated payments may be rescinded, with proper notice, at the discretion of the Department if the Legislature reduces or eliminates appropriations. Extending the contract end date carries the risk that funds for this project may become unavailable in the future. This should be a consideration for the Grantee with this and future requests for extension

Figure 1. Location Map

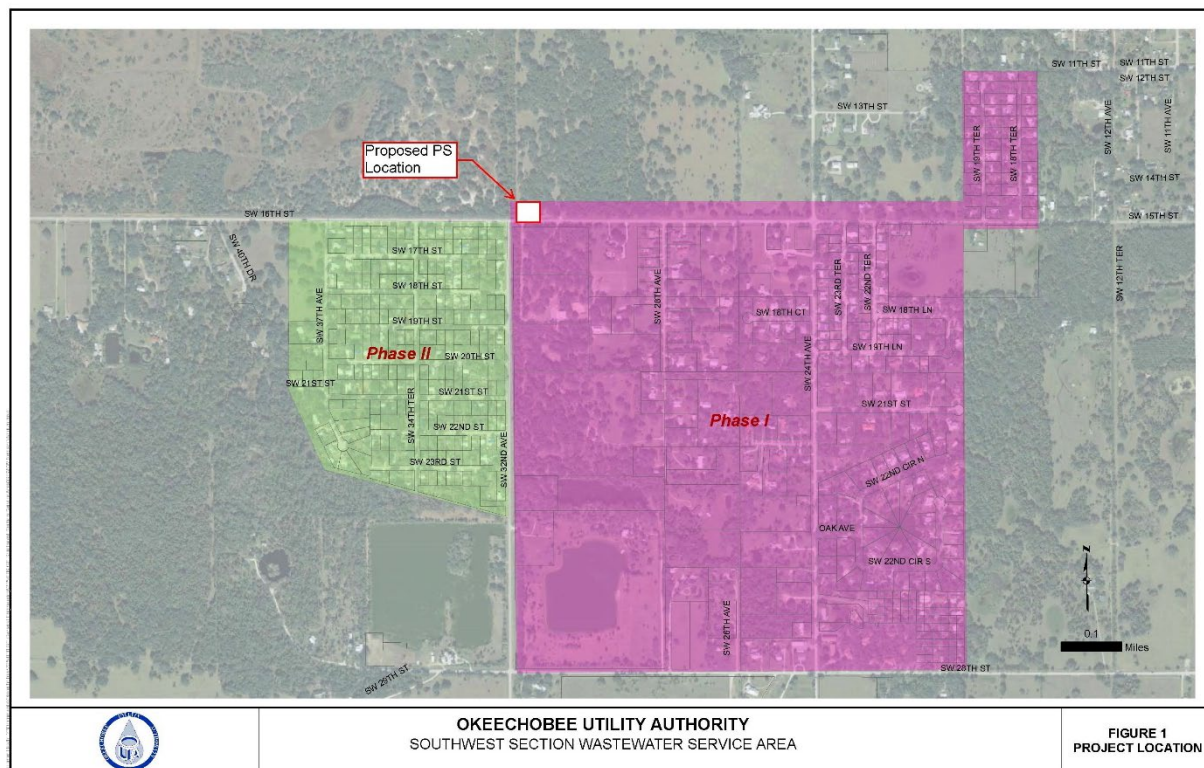


Figure 2. Okee-Tantie to SWSA master pump station



Figure 3. Okee-Tantie to SWSA master pump station (con't)



Figure 4. Okee-Tantie to SWSA master pump station (con't)



Figure 5. SWSA master pump station to OUA NW 15



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Revised Special Audit Requirements
(State and Federal Financial Assistance)**

Attachment 5-2

The administration of resources awarded by the Department of Environmental Protection (*which may be referred to as the "Department", "DEP", "FDEP" or "Grantor", or other name in the agreement*) to the recipient (*which may be referred to as the "Recipient", "Grantee" or other name in the agreement*) may be subject to audits and/or monitoring by the Department of Environmental Protection, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by DEP Department staff, limited scope audits as defined by 2 CFR 200.425, or other procedures. By entering into this Agreement, the recipient agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Environmental Protection. In the event the Department of Environmental Protection determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department to the recipient regarding such audit. The recipient further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the recipient is a State or local government or a non-profit organization as defined in 2 CFR §200.330

1. A recipient that expends \$750,000 or more in Federal awards in its fiscal year, must have a single or program-specific audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F. EXHIBIT 1 to this Attachment indicates Federal funds awarded through the Department of Environmental Protection by this Agreement. In determining the federal awards expended in its fiscal year, the recipient shall consider all sources of federal awards, including federal resources received from the Department of Environmental Protection. The determination of amounts of federal awards expended should be in accordance with the guidelines established in 2 CFR 200.502-503. An audit of the recipient conducted by the Auditor General in accordance with the provisions of 2 CFR Part 200.514 will meet the requirements of this part.
2. For the audit requirements addressed in Part I, paragraph 1, the recipient shall fulfill the requirements relative to auditee responsibilities as provided in 2 CFR 200.508-512.
3. A recipient that expends less than \$750,00 in federal awards in its fiscal year is not required to have an audit conducted in accordance with the provisions of 2 CFR Part 200, Subpart F-Audit Requirements. If the recipient expends less than \$750,000 in federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of 2 CFR 200, Subpart F-Audit Requirements, the cost of the audit must be paid from non-federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other federal entities).
4. The recipient may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at www.cfda.gov

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

By Mail:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

Submissions of the Single Audit reporting package for fiscal periods ending on or after January 1, 2008, must be submitted using the Federal Clearinghouse's Internet Data Entry System which can be found at <http://harvester.census.gov/facweb/>

2. Copies of financial reporting packages required by PART II of this Attachment shall be submitted by or on behalf of the recipient directly to each of the following:

- A. The Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

- B. The Auditor General's Office at the following address:

Auditor General
Local Government Audits/342
Claude Pepper Building, Room 401
111 West Madison Street
Tallahassee, Florida 32399-1450

The Auditor General's website (<http://flauditor.gov/>) provides instructions for filing an electronic copy of a financial reporting package.

3. Copies of reports or management letters required by PART III of this Attachment shall be submitted by or on behalf of the recipient directly to the Department of Environmental Protection at one of the following addresses:

By Mail:

Audit Director

Florida Department of Environmental Protection
Office of Inspector General, MS 40
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

Electronically:

FDEPSingleAudit@dep.state.fl.us

4. Any reports, management letters, or other information required to be submitted to the Department of Environmental Protection pursuant to this Agreement shall be submitted timely in accordance with 2 CFR 200.512, section 215.97, F.S., and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of **five (5)** years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of **three (3)** years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

EXHIBIT – 1

FUNDS AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

Note: If the resources awarded to the recipient represent more than one federal program, provide the same information shown below for each federal program and show total federal resources awarded

Federal Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program A	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	
Federal Program B	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
				\$	

Note: Of the resources awarded to the recipient represent more than one federal program, list applicable compliance requirements for each federal program in the same manner as shown below:

Federal Program A	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	
Federal Program B	First Compliance requirement: i.e.: (what services of purposes resources must be used for)	
	Second Compliance requirement: i.e.: (eligibility requirement for recipients of the resources)	
	Etc.	
	Etc.	

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program A	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program B	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program A	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	2019-2020	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$6,000,000	149935
Amendment 1	Department of Environmental Protection	2020-2021	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$500,000	140047
Amendment 2	Department of Environmental Protection	2020-2021	37.039	Statewide Surface Water Restoration and Wastewater Projects	\$12,000,000	149935
State Program B	State Awarding Agency	State Fiscal Year	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$18,500,000	
-------------	--------------	--

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/searchCatalog.aspx>], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]). The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 14

MARCH 8, 2021

OAK LAKE ESTATES

On February 8, 2021, the Okeechobee Utility Authority Board approved the terms of an Interlocal Agreement between the OUA and Okeechobee County. On February 11, 2021, the Board of County Commissioners also approved the Interlocal Agreement. Please see attached fully executed document.

Based upon the project documents presented and accepted at both meetings (e.g.: bid tabulation, Notice of Award, Interlocal Agreement, Notice to Proceed, etc.), OUA staff submitted the Notice of Award to the apparent low bidder, PRP Construction Group, LLC.

PRP has since supplied the necessary bonds and agreement for review and consideration. Based upon approval of the OUA Board at the February 8th meeting, on March 3, 2021, the OUA issued a Notice to Proceed. The Oak Lake Estates Wastewater & Drainage Improvements project (\$1,295,903.80) has officially begun.

INTERLOCAL AGREEMENT
BETWEEN
OKEECHOBEE COUNTY, FLORIDA
AND
THE OKEECHOBEE UTILITY AUTHORITY

THIS INTERLOCAL AGREEMENT, effective as of the 11th day of February, 2021 between the Board of County Commissioners of Okeechobee County, Florida, and hereinafter referred to as "County" and the Okeechobee Utility Authority, and hereinafter referred to as "OUA".

WITNESSETH:

WHEREAS, the County desires to undertake a construction project consisting of an improvement to the stormwater conveyance system for Oak Lake Estates Subdivision and the OUA desires to undertake a project to construct and install a wastewater collection system in the geographical area of Okeechobee County in which Oak Lake Estates Subdivision is situated; and

WHEREAS the parties desire to combine their separate projects into a single project of stormwater control and wastewater collection for Oak Lake Subdivision; and

WHEREAS, plans and specifications for the Oak Lake Estates Drainage Improvements have been prepared by Culpepper & Terpening, Inc., for and approved by the County, and

WHEREAS, plans and specifications for the Oak Lake Estates Wastewater Improvements have been prepared by Eckler Engineering, Inc./Sumner Engineering & Consulting, Inc., for and approved by the OUA; and

WHEREAS, bids for the construction of both projects have been advertised with instructions to bidders to submit bids and any questions on the plans and specifications to OUA address and the engineering firms; and

WHEREAS, the bids were opened at 3:00 p.m. on January 20, 2021; and

WHEREAS, both parties desire to delineate the responsibilities of each party for the combined project;

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the parties agree:

1. The above recitals are true and correct and form a material basis for this agreement.
2. The OUA shall be the lead contracting entity and designated as owner for the combined project and shall:
 - a. Attend and participate in a pre-bid conference;
 - b. Accept and evaluate the bids and prepare a bid tabulation;
 - c. Distribute the bid tabulation and a recommendation to the OUA Board and the County;
 - d. Issue a recommendation of Award;
 - e. Accept pre-construction of documents from the successful bidder
 - f. Confirm to OUA Board and County that the preconstruction documents are proper and in order and recommend authorization to issue Notice to Proceed;
 - g. Conduct a preconstruction conference;
 - h. Coordinate flow of paperwork/documents between contractor and OUA/County team;
 - i. Coordinate progress meetings and pay requests submitted to OUA by the contractor;
 - j. Pay the contractor upon prior approval by both the OUA and County of pay requests;
 - k. Coordinate inspections and testing;
 - l. Assist County as needed in seeking reimbursement from FDEP for the cost of the stormwater portion of the project; and
 - m. Coordinate and review project closeout documents
3. The County shall:
 - a. Attend and participate in a pre-bid conference;
 - b. Obtain any required stormwater project permit(s);
 - c. Evaluate the stormwater portion of each bid;
 - d. Review and consider the recommendation of OUA on the stormwater portion of the bids, and if approved, direct OUA to issue a Notice of Award and Notice to Proceed;

- e. Attend and participate in a pre-construction conference;
- f. Coordinate the work efforts of the stormwater design team;
- g. Review stormwater shop drawing submittals;
- h. Inspect all components of the stormwater project;
- i. Review pay requests related to the stormwater project;
- j. Timely pay all approved pay requests related to the stormwater work submitted by the contractor
- k. Perform all required testing of the stormwater portions of the project; and
- l. Coordinate and review project closeout documents.

4. This Agreement may only be amended by the proper execution of an Amendment hereto by the official action of the parties executing this Agreement.

5. This Agreement may be executed in counterparts, and each fully executed counterpart shall be deemed an original.

6. Any determination by a court of competent jurisdiction that any provision of this Agreement is illegal, void, or unenforceable, shall not adversely affect the enforceability of any other provision of this Agreement, unless the provision determined to be illegal, void or unenforceable, is a provision relating to a significant item of consideration for the benefit of a party hereto.

7. This Agreement shall be controlled and interpreted according to the laws, rules and regulations of the State of Florida.

8. This Agreement supersedes any and all previous agreements or representations, either verbal or written, heretofore in effect between the parties, made with respect to the matters herein contained.

9. The County hereby affirms that, at a duly constituted meeting of the Board of County Commissioners of Okeechobee County, Florida, on the 11th day of February, 2021, it approved the terms of this Agreement and the execution thereof by the County.

10. The OUA hereby affirms that, at a duly constituted meeting of the Board of Directors of the Okeechobee Utility Authority, on the 8th day of February, 2021, it approved the terms of this Agreement and the execution thereof by the OUA.

11. Notwithstanding any other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the State of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Okeechobee County, Florida for any actions, suits, or proceedings arising out of or relating to this Agreement.

12. This Agreement shall be deemed effective immediately upon its execution by all parties.

ATTEST:

By: Paula Peskon-DC.
Clerk

BOARD OF COUNTY COMMISSIONERS OF
OKEECHOBEE COUNTY, FLORIDA

By: [Signature]
Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: [Signature]
Okeechobee County Attorney

ATTEST:

By: [Signature]
Executive Director

BOARD OF DIRECTORS OF THE
OKEECHOBEE UTILITY AUTHORITY

By: [Signature]
Chairman

APPROVED AS TO FORM AND LEGAL
SUFFICIENCY

By: [Signature]
Okeechobee Utility Authority Attorney

NOTICE TO PROCEED

Owner: **Okeechobee Utility Authority** Owner's Contract No.:
Contractor: **PRP Construction Group, LLC** Contractor's Project No.:
Engineer: **Sumner Engineering & Consulting, Inc.** Engineer's Project No.: **19-04.D**
Project: **Oak Lake Estates Wastewater & Drainage Improvements** Contract Name:
Effective Date of Contract:

TO CONTRACTOR:

Owner hereby notifies Contractor that the Contract Times under the above Contract will commence to run on March 2, 2021. [see Paragraph 4.01 of the General Conditions]

On that date, Contractor shall start performing its obligations under the Contract Documents. No Work shall be done at the Site prior to such date. In accordance with the Agreement, the number of days to achieve Substantial Completion is 150, and the number of days to achieve readiness for final payment is 180.

Before starting any Work at the Site, Contractor must comply with the following:

N/A

Owner: **Okeechobee Utility Authority**



Authorized Signature

By: **Steven D Nelson**

Title: **Chairman**

Date Issued: 3/2/2021

Copy: Engineer

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 15

MARCH 8, 2021

SWSA ENGINEERING AGREEMENT

The Southwest Service Area (SWSA) is under design. The septic to sewer project has been divided in to two different projects. Project 1 includes the construction of the master pump station, the sanitary force main connecting the MPS to an existing OUA pump station (NW15) and a sanitary force connecting the MPS to the existing SE2 force main. Project 2 includes the collection system serving the SWSA project area as well as a master and secondary vacuum stations.

Project 1 has been under design for some time. With Project 1 nearing the bidding phase, it has become time to initiate work on Project 2. Please find attached to this agenda item a proposed engineering agreement utilizing a USDA required document. While OUA staff has reviewed the document, since it is a requirement of the USDA, changes/edits are not possible.

As this time, Project 2 has an initial estimated cost of \$7,600,000. This value will be adjusted as the design approaches the 100% level. A final cost estimate will be prepared prior to bidding. Currently, this agreement allows for a fee of \$899,166 to cover design, bidding and construction related engineering services. Project inspection services will add a fee of \$242,667 to the overall project cost. The total engineering fee will be \$1,141,783.00, or about 15% added to the projected initial construction cost.

Based upon a previously approved OUA Board and Sumner Engineering & Consulting, Inc. agreement, OUA staff are recommending approval of the attached engineering agreement between the OUA and Sumner Engineering & Consulting, Inc. to complete the design and construction services work associated with Project 2, of the septic to sewer Southwest Service Area project.

**AGREEMENT
BETWEEN OWNER AND ENGINEER
FOR PROFESSIONAL SERVICES**

THIS IS AN AGREEMENT effective as of [] ("Effective Date") between
[Okeechobee Utility Authority] ("Owner") and
[Sumner Engineering & Consulting, Inc.] ("Engineer").

Owner's Project, of which Engineer's services under this Agreement are a part, is generally identified as follows:
[SW Wastewater Service Area Vacuum Sewer Project] ("Project").

Other terms used in this Agreement are defined in Article 7.

Engineer's services under this Agreement are generally identified as follows: [Design, permitting and construction administration]

Owner and Engineer further agree as follows:

ARTICLE 1 – SERVICES OF ENGINEER

1.01 Scope

- A. Engineer shall provide, or cause to be provided, the services set forth herein and in Exhibit A.

ARTICLE 2 – OWNER'S RESPONSIBILITIES

2.01 General

- A. Owner shall have the responsibilities set forth herein and in Exhibit B.
- B. Owner shall pay Engineer as set forth in Article 4 and Exhibit C.
- C. Owner shall be responsible for all requirements and instructions that it furnishes to Engineer pursuant to this Agreement, and for the accuracy and completeness of all programs, reports, data, and other information furnished by Owner to Engineer pursuant to this Agreement. Engineer may use and rely upon such requirements, programs, instructions, reports, data, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.
- D. Owner shall give prompt written notice to Engineer whenever Owner observes or otherwise becomes aware of:
 - 1. any development that affects the scope or time of performance of Engineer's services;

2. the presence at the Site of any Constituent of Concern; or
3. any relevant, material defect or nonconformance in: (a) Engineer's services, (b) the Work, (c) the performance of any Constructor, or (d) Owner's performance of its responsibilities under this Agreement.

ARTICLE 3 – TIME SUBDULE FOR RENDERING SERVICES

3.01 *Commencement*

- A. Engineer is authorized to begin rendering services as of the Effective Date.

3.02 *Time for Completion*

- A. Engineer shall complete its obligations within a reasonable time. Specific periods of time for rendering services, or specific dates by which services are to be completed, are provided in Exhibit A, and are hereby agreed to be reasonable.
- B. If, through no fault of Engineer, such periods of time or dates are changed, or the orderly and continuous progress of Engineer's services is impaired, or Engineer's services are delayed or suspended, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- C. If Owner authorizes changes in the scope, extent, or character of the Project or Engineer's services, then the time for completion of Engineer's services, and the rates and amounts of Engineer's compensation, shall be adjusted equitably.
- D. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay the Engineer's performance of its services.
- E. If Engineer fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

ARTICLE 4 – INVOICES AND PAYMENTS

4.01 *Invoices*

- A. *Preparation and Submittal of Invoices:* Engineer shall prepare invoices in accordance with its standard invoicing practices and the terms of Exhibit C. **Invoices must include a breakdown of services provided.** Engineer shall submit its invoices to Owner on a monthly basis. Invoices are due and payable within 30 days of receipt.

4.02 *Payments*

- A. *Application to Interest and Principal:* Payment will be credited first to any interest owed to Engineer and then to principal.

- B. *Failure to Pay:* If Owner fails to make any payment due Engineer for services and expenses within 30 days after receipt of Engineer's invoice, then:
1. amounts due Engineer will be increased at the rate of 1.0% per month (or the maximum rate of interest permitted by law, if less) from said thirtieth day; and
 2. Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement until Owner has paid in full all amounts due for services, expenses, and other related charges. Owner waives any and all claims against Engineer for any such suspension.
- C. *Disputed Invoices:* If Owner disputes an invoice, either as to amount or entitlement, then Owner shall promptly advise Engineer in writing of the specific basis for doing so, may withhold only that portion so disputed, and must pay the undisputed portion subject to the terms of Paragraph 4.01.
- D. *Sales or Use Taxes:* If after the Effective Date any governmental entity takes a legislative action that imposes additional sales or use taxes on Engineer's services or compensation under this Agreement, then Engineer may invoice such additional sales or use taxes for reimbursement by Owner. Owner shall reimburse Engineer for the cost of such invoiced additional sales or use taxes; such reimbursement shall be in addition to the compensation to which Engineer is entitled under the terms of Exhibit C.

ARTICLE 5 – OPINIONS OF COST

5.01 *Opinions of Probable Construction Cost*

- A. Engineer's opinions (if any) of probable Construction Cost are to be made on the basis of Engineer's experience, qualifications, and general familiarity with the construction industry. However, because Engineer has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors' methods of determining prices, or over competitive bidding or market conditions, Engineer cannot and does not guarantee that proposals, bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by Engineer. If Owner requires greater assurance as to probable Construction Cost, then Owner agrees to obtain an independent cost estimate. **Opinions of Probable Cost and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

5.02 *Designing to Construction Cost Limit*

- A. If a Construction Cost limit is established between Owner and Engineer, such Construction Cost limit and a statement of Engineer's rights and responsibilities with respect thereto will be specifically set forth in Exhibit F to this Agreement. **Not Applicable.**

5.03 *Opinions of Total Project Costs*

- A. The services, if any, of Engineer with respect to Total Project Costs shall be limited to assisting the Owner in tabulating the various categories that comprise Total Project Costs. Engineer assumes no responsibility for the accuracy of any opinions of Total Project Costs. **Opinions of Total Project Costs and any revisions thereof should reflect compliance with American Iron & Steel requirements mandated by Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference.**

ARTICLE 6 – GENERAL CONSIDERATIONS

6.01 *Standards of Performance*

- A. *Standard of Care:* The standard of care for all professional engineering and related services performed or furnished by Engineer under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Engineer makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Engineer.
- B. *Technical Accuracy:* Owner shall not be responsible for discovering deficiencies in the technical accuracy of Engineer's services. Engineer shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
- C. *Consultants:* Engineer may retain such Consultants as Engineer deems necessary to assist in the performance or furnishing of the services, subject to reasonable, timely, and substantive objections by Owner.
- D. *Reliance on Others:* Subject to the standard of care set forth in Paragraph 6.01.A, Engineer and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers, and the publishers of technical standards.
- E. *Compliance with Laws and Regulations, and Policies and Procedures:*
 - 1. Engineer and Owner shall comply with applicable Laws and Regulations.
 - 2. Engineer shall comply with any and all policies, procedures, and instructions of Owner that are applicable to Engineer's performance of services under this Agreement and that Owner provides to Engineer in writing, subject to the standard of care set forth in Paragraph 6.01.A, and to the extent compliance is not inconsistent with professional practice requirements.
 - 3. This Agreement is based on Laws and Regulations and Owner-provided written policies and procedures as of the Effective Date. The following may be the basis for

modifications to Owner's responsibilities or to Engineer's scope of services, times of performance, or compensation:

- a. changes after the Effective Date to Laws and Regulations;
 - b. the receipt by Engineer after the Effective Date of Owner-provided written policies and procedures;
 - c. changes after the Effective Date to Owner-provided written policies or procedures.
- F. Engineer shall not be required to sign any document, no matter by whom requested, that would result in the Engineer having to certify, guarantee, or warrant the existence of conditions whose existence the Engineer cannot ascertain. Owner agrees not to make resolution of any dispute with the Engineer or payment of any amount due to the Engineer in any way contingent upon the Engineer signing any such document.
- G. The general conditions for any construction contract documents prepared hereunder are to be EJCDC® C-700 "Standard General Conditions of the Construction Contract" (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, unless expressly indicated otherwise in Exhibit J or elsewhere in this Agreement.
- H. Engineer shall not at any time supervise, direct, control, or have authority over any Constructor's work, nor shall Engineer have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, or the safety precautions and programs incident thereto, for security or safety at the Site, nor for any failure of a Constructor to comply with Laws and Regulations applicable to that Constructor's furnishing and performing of its work. Engineer shall not be responsible for the acts or omissions of any Constructor.
- I. Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's, failure to furnish and perform the Work in accordance with the Construction Contract Documents.
- J. Engineer shall not be responsible for any decision made regarding the Construction Contract Documents, or any application, interpretation, clarification, or modification of the Construction Contract Documents, other than those made by Engineer or its Consultants.
- K. Engineer is not required to provide and does not have any responsibility for surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements.
- L. Engineer's services do not include providing legal advice or representation.
- M. Engineer's services do not include (1) serving as a "municipal advisor" for purposes of the registration requirements of Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission, or (2) advising Owner, or any municipal entity or other person or entity, regarding municipal financial products or the issuance of

municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances.

- N. While at the Site, Engineer, its Consultants, and their employees and representatives shall comply with the applicable requirements of Contractor's and Owner's safety programs of which Engineer has been informed in writing.

6.02 *Design Without Construction Phase Services*

- A. Engineer shall be responsible only for those Construction Phase services expressly required of Engineer in Exhibit A, Paragraph A1.05. With the exception of such expressly required services, Engineer shall have no design, Shop Drawing review, or other obligations during construction, and Owner assumes all responsibility for the application and interpretation of the Construction Contract Documents, review and response to Contractor claims, Construction Contract administration, processing of Change Orders and submittals, revisions to the Construction Contract Documents during construction, construction observation and review, review of Contractor's payment applications, and all other necessary Construction Phase administrative, engineering, and professional services. Owner waives all claims against the Engineer that may be connected in any way to Construction Phase administrative, engineering, or professional services except for those services that are expressly required of Engineer in Exhibit A.

6.03 *Use of Documents*

- A. All Documents are instruments of service, and Engineer shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the Engineer) whether or not the Project is completed.
- B. If Engineer is required to prepare or furnish Drawings or Specifications under this Agreement, Engineer shall deliver to Owner at least one original printed record version of such Drawings and Specifications, signed and sealed according to applicable Laws and Regulations.
- C. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. Engineer grants Owner a limited license to use the Documents on the Project, extensions of the Project, and for related uses of the Owner, subject to receipt by Engineer of full payment due and owing for all services relating to preparation of the Documents, and subject to the following limitations: (1) Owner acknowledges that such Documents are not intended or represented to be suitable for use on the Project unless completed by Engineer, or for use or reuse by Owner or others on extensions of the Project, on any other project, or for any other use or purpose, without written verification or adaptation by Engineer; (2) any such use or reuse, or any modification of the Documents, without written verification, completion, or adaptation by Engineer, as appropriate for the specific purpose intended, will be at Owner's sole risk and without liability or legal exposure to Engineer or to its officers, directors, members, partners, agents, employees, and Consultants; (3) Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from any use, reuse, or modification of

the Documents without written verification, completion, or adaptation by Engineer; and (4) such limited license to Owner shall not create any rights in third parties.

- D. If Engineer at Owner's request verifies the suitability of the Documents, completes them, or adapts them for extensions of the Project or for any other purpose, then Owner shall compensate Engineer at rates or in an amount to be agreed upon by Owner and Engineer.

6.04 *Electronic Transmittals*

- A. Owner and Engineer may transmit, and shall accept, Project-related correspondence, Documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, in accordance with a mutually agreeable protocol.
- B. If this Agreement does not establish protocols for electronic or digital transmittals, then Owner and Engineer ~~shall~~ **may** jointly develop such protocols.
- C. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

6.05 *Insurance*

- A. Engineer shall procure and maintain insurance as set forth in Exhibit G. Engineer shall cause Owner to be listed as an additional insured on any applicable general liability insurance policy carried by Engineer.
- B. Owner shall procure and maintain insurance as set forth in Exhibit G. Owner shall cause Engineer and its Consultants to be listed as additional insureds on any general liability policies carried by Owner, which are applicable to the Project.
- C. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and Engineer's interests in the Project. Owner shall require Contractor to cause Engineer and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
- D. Owner and Engineer shall each deliver to the other certificates of insurance evidencing the coverages indicated in Exhibit G. Such certificates shall be furnished prior to commencement of Engineer's services and at renewals thereafter during the life of the Agreement.
- E. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against Engineer or its Consultants.

Owner and Engineer waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner and Engineer shall take appropriate measures in other Project-related contracts to secure waivers of rights consistent with those set forth in this paragraph.

- F. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
- G. At any time, Owner may request that Engineer or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in Exhibit G. If so requested by Owner, and if commercially available, Engineer shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and Exhibit G will be supplemented to incorporate these requirements.

6.06 *Suspension and Termination*

A. *Suspension:*

- 1. *By Owner:* Owner may suspend the Project for up to 90 days upon seven days written notice to Engineer.
- 2. *By Engineer:* Engineer may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay Engineer for invoiced services and expenses, as set forth in Paragraph 4.02.B, or in response to the presence of Constituents of Concern at the Site, as set forth in Paragraph 6.10.D.

B. *Termination:* The obligation to provide further services under this Agreement may be terminated:

- 1. For cause,
 - a. by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
 - b. by Engineer:
 - 1) upon seven days written notice if Owner demands that Engineer furnish or perform services contrary to Engineer's responsibilities as a licensed professional; or

- 2) upon seven days written notice if the Engineer's services for the Project are delayed or suspended for more than 90 days for reasons beyond Engineer's control, or as the result of the presence at the Site of undisclosed Constituents of Concern, as set forth in Paragraph 6.10.D.
 - 3) Engineer shall have no liability to Owner on account of such termination.
 - c. Notwithstanding the foregoing, this Agreement will not terminate under Paragraph 6.06.B.1.a if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof; provided, however, that if and to the extent such substantial failure cannot be reasonably cured within such 30 day period, and if such party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.
2. For convenience, by Owner effective upon Engineer's receipt of notice from Owner.
- C. *Effective Date of Termination:* The terminating party under Paragraph 6.06.B may set the effective date of termination at a time up to 30 days later than otherwise provided to allow Engineer to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.
- D. *Payments Upon Termination:*
1. In the event of any termination under Paragraph 6.06, Engineer will be entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all Reimbursable Expenses incurred through the effective date of termination. Upon making such payment, Owner shall have the limited right to the use of Documents, at Owner's sole risk, subject to the provisions of Paragraph 6.03.
 2. In the event of termination by Owner for convenience or by Engineer for cause, Engineer shall be entitled, in addition to invoicing for those items identified in Paragraph 6.06.D.1, to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, costs of terminating contracts with Engineer's Consultants, and other related close-out costs, using methods and rates for Additional Services as set forth in Exhibit C.

6.07 Controlling Law

- A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located.

6.08 *Successors, Assigns, and Beneficiaries*

- A. Owner and Engineer are hereby bound and the successors, executors, administrators, and legal representatives of Owner and Engineer (and to the extent permitted by Paragraph 6.08.B the assigns of Owner and Engineer) are hereby bound to the other party to this Agreement and to the successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
- B. Neither Owner nor Engineer may assign, sublet, or transfer any rights under or interest (including, but without limitation, money that is due or may become due) in this Agreement without the written consent of the other party, except to the extent that any assignment, subletting, or transfer is mandated by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.
- C. Unless expressly provided otherwise in this Agreement:
 - 1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or Engineer to any Constructor, other third-party individual or entity, or to any surety for or employee of any of them.
 - 2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and Engineer and not for the benefit of any other party.
 - 3. Owner agrees that the substance of the provisions of this Paragraph 6.08.C shall appear in the Construction Contract Documents.

6.09 *Dispute Resolution*

- A. Owner and Engineer agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking the procedures of Exhibit H or other provisions of this Agreement, or exercising their rights at law.
- B. If the parties fail to resolve a dispute through negotiation under Paragraph 6.09.A, then either or both may invoke the procedures of Exhibit H. If Exhibit H is not included, or if no dispute resolution method is specified in Exhibit H, then the parties may exercise their rights at law.

6.10 *Environmental Condition of Site*

- A. Owner represents to Engineer that as of the Effective Date to the best of Owner's knowledge no Constituents of Concern, other than those disclosed in writing to Engineer, exist at or adjacent to the Site.
- B. If Engineer encounters or learns of an undisclosed Constituent of Concern at the Site, then Engineer shall notify (1) Owner and (2) appropriate governmental officials if Engineer reasonably concludes that doing so is required by applicable Laws or Regulations.

- C. It is acknowledged by both parties that Engineer's scope of services does not include any services related to unknown or undisclosed Constituents of Concern. If Engineer or any other party encounters, uncovers, or reveals an undisclosed Constituent of Concern, then Owner shall promptly determine whether to retain a qualified expert to evaluate such condition or take any necessary corrective action.
- D. If investigative or remedial action, or other professional services, are necessary with respect to undisclosed Constituents of Concern, or if investigative or remedial action beyond that reasonably contemplated is needed to address a disclosed or known Constituent of Concern, then Engineer may, at its option and without liability for consequential or any other damages, suspend performance of services on the portion of the Project affected thereby until such portion of the Project is no longer affected.
- E. If the presence at the Site of undisclosed Constituents of Concern adversely affects the performance of Engineer's services under this Agreement, then the Engineer shall have the option of (1) accepting an equitable adjustment in its compensation or in the time of completion, or both; or (2) terminating this Agreement for cause on seven days notice.
- F. Owner acknowledges that Engineer is performing professional services for Owner and that Engineer is not and shall not be required to become an "owner," "arranger," "operator," "generator," or "transporter" of hazardous substances, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with Engineer's activities under this Agreement.

6.11 *Indemnification and Mutual Waiver*

- A. *Indemnification by Engineer:* To the fullest extent permitted by Laws and Regulations, Engineer shall indemnify and hold harmless Owner, and Owner's officers, directors, members, partners, agents, consultants, and employees, from losses, damages, and judgments (including reasonable consultants' and attorneys' fees and expenses) arising from third-party claims or actions relating to the Project, provided that any such claim, action, loss, damages, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, but only to the extent caused by any negligent act or omission of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants. **This indemnification provision is subject to and limited by the provisions, if any, agreed to by Owner and Engineer in Exhibit I, "Limitations of Liability."**
- B. *Indemnification by Owner:* Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants as required by Laws and Regulations **and to the extent (if any) required in Exhibit I, "Limitations of Liability."**
- C. *Environmental Indemnification:* To the fullest extent permitted by Laws and Regulations, Owner shall indemnify and hold harmless Engineer and its officers, directors, members, partners, agents, employees, and Consultants from all claims, costs, losses, damages, actions, and judgments (including reasonable consultants' and attorneys' fees and

expenses) caused by, arising out of, relating to, or resulting from a Constituent of Concern at, on, or under the Site, provided that (1) any such claim, cost, loss, damages, action, or judgment is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom, and (2) nothing in this paragraph shall obligate Owner to indemnify any individual or entity from and against the consequences of that individual's or entity's own negligence or willful misconduct.

- D. *No Defense Obligation:* The indemnification commitments in this Agreement do not include a defense obligation by the indemnitor unless such obligation is expressly stated.
- E. *Percentage Share of Negligence:* To the fullest extent permitted by Laws and Regulations, a party's total liability to the other party and anyone claiming by, through, or under the other party for any cost, loss, or damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party's negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
- F. *Mutual Waiver:* To the fullest extent permitted by Laws and Regulations, Owner and Engineer waive against each other, and the other's employees, officers, directors, members, agents, insurers, partners, and consultants, any and all claims for or entitlement to special, incidental, indirect, or consequential damages arising out of, resulting from, or in any way related to this Agreement or the Project, from any cause or causes.

6.12 *Records Retention*

- A. Engineer shall maintain on file in legible form, for a period of five years following completion or termination of its services, all Documents, records (including cost records), and design calculations related to Engineer's services or pertinent to Engineer's performance under this Agreement. Upon Owner's request, Engineer shall provide a copy of any such item to Owner at cost.

6.13 *Miscellaneous Provisions*

- A. *Notices:* Any notice required under this Agreement will be in writing, addressed to the appropriate party at its address on the signature page and given personally, by registered or certified mail postage prepaid, or by a commercial courier service. All notices shall be effective upon the date of receipt.
- B. *Survival:* All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.
- C. *Severability:* Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Engineer, which agree that the Agreement shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

- D. *Waiver*: A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Agreement.
- E. *Accrual of Claims*: To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

ARTICLE 7 – DEFINITIONS

7.01 *Defined Terms*

- A. Wherever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the meanings indicated in the text above, in the exhibits, or in the following definitions:
 - 1. *Addenda*—Written or graphic instruments issued prior to the opening of bids which clarify, correct, or change the bidding requirements or the proposed Construction Contract Documents.
 - 2. *Additional Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 2 of Exhibit A of this Agreement.
 - 3. *Agreement*—This written contract for professional services between Owner and Engineer, including all exhibits identified in Paragraph 8.01 and any duly executed amendments.
 - 4. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Construction Contract.
 - 5. *Basic Services*—The services to be performed for or furnished to Owner by Engineer in accordance with Part 1 of Exhibit A of this Agreement.
 - 6. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Construction Contract Price or the Construction Contract Times, or other revision to the Construction Contract, issued on or after the effective date of the Construction Contract.
 - 7. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth in the Construction Contract, seeking an adjustment in Construction Contract Price or Construction Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Construction Contract Documents or the acceptability of Work under the Construction Contract Documents; challenging a set-off against payments due; or seeking other relief with respect to the terms of the Construction Contract.

8. *Constituent of Concern*—Asbestos, petroleum, radioactive material, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. (“CERCLA”); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. (“RCRA”); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, State, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.
9. *Construction Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.
10. *Construction Contract Documents*—Those items designated as “Contract Documents” in the Construction Contract, and which together comprise the Construction Contract.
11. *Construction Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Construction Contract Documents.
12. *Construction Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve milestones, if any, in the Construction Contract; (b) achieve Substantial Completion; and (c) complete the Work.
13. *Construction Cost*—The cost to Owner of the construction of those portions of the entire Project designed or specified by or for Engineer under this Agreement, including construction labor, services, materials, equipment, insurance, and bonding costs, and allowances for contingencies. Construction Cost does not include costs of services of Engineer or other design professionals and consultants; cost of land or rights-of-way, or compensation for damages to property; Owner’s costs for legal, accounting, insurance counseling, or auditing services; interest or financing charges incurred in connection with the Project; or the cost of other services to be provided by others to Owner. Construction Cost is one of the items comprising Total Project Costs.
14. *Constructor*—Any person or entity (not including the Engineer, its employees, agents, representatives, and Consultants), performing or supporting construction activities relating to the Project, including but not limited to Contractors, Subcontractors, Suppliers, Owner’s work forces, utility companies, other contractors, construction managers, testing firms, shippers, and truckers, and the employees, agents, and representatives of any or all of them.
15. *Consultants*—Individuals or entities having a contract with Engineer to furnish services with respect to this Project as Engineer’s independent professional associates and consultants; subcontractors; or vendors.
16. *Contractor*—The entity or individual with which Owner enters into a Construction Contract.

17. *Documents*—Data, reports, Drawings, Specifications, Record Drawings, building information models, civil integrated management models, and other deliverables, whether in printed or electronic format, provided or furnished in appropriate phases by Engineer to Owner pursuant to this Agreement.
18. *Drawings*—That part of the Construction Contract Documents that graphically shows the scope, extent, and character of the Work to be performed by Contractor.
19. *Effective Date*—The date indicated in this Agreement on which it becomes effective, but if no such date is indicated, the date on which this Agreement is signed and delivered by the last of the parties to sign and deliver.
20. *Engineer*—The individual or entity named as such in this Agreement.
21. *Field Order*—A written order issued by Engineer which requires minor changes in the Work but does not change the Construction Contract Price or the Construction Contract Times.
22. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
23. *Owner*—The individual or entity named as such in this Agreement and for which Engineer's services are to be performed. Unless indicated otherwise, this is the same individual or entity that will enter into any Construction Contracts concerning the Project.
24. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the services to be performed or furnished by Engineer under this Agreement are a part.
25. *Record Drawings*—Drawings depicting the completed Project, or a specific portion of the completed Project, prepared by Engineer ~~as an Additional Service~~ and based on Contractor's record copy of all Drawings, Specifications, Addenda, Change Orders, Work Change Directives, Field Orders, and written interpretations and clarifications, as delivered to Engineer and annotated by Contractor to show changes made during construction.
26. *Reimbursable Expenses*—The expenses incurred directly by Engineer in connection with the performing or furnishing of Basic Services and Additional Services for the Project.
27. *Resident Project Representative*—The authorized representative of Engineer assigned to assist Engineer at the Site during the Construction Phase. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. The duties and responsibilities of the Resident Project Representative, if any, are as set forth in Exhibit D.

28. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.
29. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Construction Contract Documents.
30. *Site*—Lands or areas to be indicated in the Construction Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.
31. *Specifications*—The part of the Construction Contract Documents that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.
32. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.
33. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Construction Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms “substantially complete” and “substantially completed” as applied to all or part of the Work refer to Substantial Completion thereof.
34. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.
35. *Total Project Costs*—The total cost of planning, studying, designing, constructing, testing, commissioning, and start-up of the Project, including Construction Cost and all other Project labor, services, materials, equipment, insurance, and bonding costs, allowances for contingencies, and the total costs of services of Engineer or other design professionals and consultants, together with such other Project-related costs that Owner furnishes for inclusion, including but not limited to cost of land, rights-of-way, compensation for damages to properties, Owner’s costs for legal, accounting, insurance counseling, and auditing services, interest and financing charges incurred in connection with the Project, and the cost of other services to be provided by others to Owner.
36. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Construction Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such

as testing, start-up, and commissioning, all as required by the Construction Contract Documents.

37. *Work Change Directive*—A written directive to Contractor issued on or after the effective date of the Construction Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

38. **Agency – The Rural Utilities Service or any designated representative of Rural Utilities Service, including USDA, Rural Development.**

B. *Day:*

1. The word “day” means a calendar day of 24 hours measured from midnight to the next midnight.

ARTICLE 8 – EXHIBITS AND SPECIAL PROVISIONS

8.01 *Exhibits Included:*

- A. Exhibit A, Engineer’s Services.
- B. Exhibit B, Owner’s Responsibilities.
- C. Exhibit C, Payments to Engineer for Services and Reimbursable Expenses.
- D. Exhibit D, Duties, Responsibilities and Limitations of Authority of Resident Project Representative.
- E. Exhibit E, Notice of Acceptability of Work.
- F. Exhibit F, Construction Cost Limit. ***Not Used.***
- G. Exhibit G, Insurance.
- H. Exhibit H, Dispute Resolution.
- I. Exhibit I, Limitations of Liability.
- J. Exhibit J, Special Provisions.
- K. Exhibit K, Amendment to Owner-Engineer Agreement.

[NOTE TO USER: If an exhibit is not to be included in the specific agreement, indicate "not used " after that exhibit in the list above.]

8.02 *Total Agreement*

- A. This Agreement, (together with the exhibits included above) constitutes the entire agreement between Owner and Engineer and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or

canceled by a written instrument duly executed by both parties. Amendments should be based whenever possible on the format of Exhibit K to this Agreement.

8.03 *Designated Representatives*

- A. With the execution of this Agreement, Engineer and Owner shall designate specific individuals to act as Engineer's and Owner's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of Owner under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

8.04 *Engineer's Certifications*

- A. Engineer certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement. For the purposes of this Paragraph 8.04:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the selection process or in the Agreement execution;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the selection process or the execution of the Agreement to the detriment of Owner, or (b) to deprive Owner of the benefits of free and open competition;
 - 3. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the selection process or affect the execution of the Agreement.

8.05 *Federal Requirements*

- A. **Agency Concurrence.** Signature of a duly authorized representative of the Agency in the space provided on the signature page of EJCDC form E-500 (2014) hereof does not constitute a commitment to provide financial assistance or payments hereunder but does signify that this Agreement conforms to Agency's applicable requirements. This Agreement shall not be effective unless the Funding Agency's designated representative concurs. No amendment to this Agreement shall be effective unless the Funding Agency's designated representative concurs.
- B. **Audit and Access to Records.** Owner, Agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers, and records of the Engineer which are pertinent to the Agreement, for the purpose of making audits, examinations, excerpts, and transcriptions. Engineer shall maintain all required records for three years after final payment is made and all other pending matters are closed.
- C. **Restrictions on Lobbying.** Engineer and each Consultant shall comply with "*Byrd anti-lobbying amendment (31 U.S.C. 1352)*" if they are recipients of engineering services contracts and subcontracts that exceed \$100,000 at any tier. If applicable, Engineer must complete a certification form on lobbying activities related to a specific Federal loan or

grant that is a funding source for this Agreement. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other applicable award. Each tier shall disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Certifications and disclosures are forwarded from tier to tier up to the Owner. Necessary certification and disclosure forms shall be provided by Owner.

- D. **Suspension and Debarment.** Engineer certifies, by signing this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal department or agency. Engineer will not contract with any Consultant for this project if it or its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Necessary certification forms shall be provided by the Owner. The Engineer will complete and submit a form AD-1048, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – lower tier transactions," to the Owner who will forward it the USDA, Rural Development processing office.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, the Effective Date of which is indicated on page 1.

Owner: Okeechobee Utility Authority

Engineer: Sumner Engineering & Consulting, Inc.

By: []
Print name: Steven D. Nelson
Title: Chairman
Date Signed: []

By: []
Print name: Jeffrey M. Sumner, PE
Title: President
Date Signed: []

Engineer License or Firm's Certificate No. (if required):

Cert. of Auth. No. 32092

State of: Florida

Address for Owner's receipt of notices:

100 SW 5th Avenue

Okeechobee, FL 34974

Address for Engineer's receipt of notices:

410 NW 2nd Street

Okeechobee, FL 34972

Designated Representative (Paragraph 8.03.A):

John F Hayford, PE

Title: Executive Director

Phone Number: (863) 763-9460

E-Mail Address: jhayford@ouafl.com

Designated Representative (Paragraph 8.03.A):

Jeffrey M Sumner, PE

Title: President

Phone Number: (863) 763-9474

E-Mail Address: jeff@sumnerengineering.com

This is **EXHIBIT A**, consisting of [15] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Engineer's Services

Article 1 of the Agreement is supplemented to include the following agreement of the parties.

Engineer shall provide Basic and Additional Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 *Study and Report Phase (Not Included – Preliminary Engineering Report was completed under separate agreement).*

A1.02 *Preliminary Design Phase*

- A. After acceptance by Owner, **and concurrence by Agency**, of the Report and any other Study and Report Phase deliverables; selection by Owner of a recommended solution; issuance by Owner of any instructions of for use of Project Strategies, Technologies, and Techniques, or for inclusion of sustainable features in the design; and indication by Owner of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by Owner, (1) Engineer and Owner shall discuss and resolve any necessary revisions to Engineer's compensation (through application of the provisions regarding Additional Services, or otherwise), or the time for completion of Engineer's services, resulting from the selected solution, related Project Strategies, Technologies, or Techniques, sustainable design instructions, or specific modifications to the Project, and (2) upon written authorization from Owner, Engineer shall:
 - 1. Prepare Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications, and written descriptions of the Project.
 - 2. In preparing the Preliminary Design Phase documents, use any specific applicable Project Strategies, Technologies, and Techniques authorized by Owner **and Agency** during or following the Study and Report Phase, and include sustainable features, as appropriate, pursuant to Owner's instructions.
 - 3. Provide necessary field surveys and topographic and utility mapping for Engineer's design purposes. Comply with the scope of work and procedure for the identification and mapping of existing utilities selected and authorized by Owner pursuant to advice from Engineer based on ASCE 38, "Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data," as set forth in Paragraph A1.01.A.12 above. If no such scope of work and procedure for utility mapping has been selected and authorized, then at a minimum the utility mapping will include Engineer contacting utility owners and obtaining available information.
 - 4. Visit the Site as needed to prepare the Preliminary Design Phase documents.

5. Advise Owner if additional reports, data, information, or services of the types described in Exhibit B are necessary and assist Owner in obtaining such reports, data, information, or services.
 6. Continue to assist Owner with Project Strategies, Technologies, and Techniques that Owner has chosen to implement.
 7. Based on the information contained in the Preliminary Design Phase documents, prepare a revised opinion of probable Construction Cost, and assist Owner in tabulating the various cost categories which comprise Total Project Costs.
 8. Obtain and review Owner's instructions regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Also obtain and review copies of Owner's design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents or content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and in the draft Construction Contract Documents, when applicable. **Engineer must also incorporate all Agency regulations, forms, and design and construction standards applicable to the project in development of the documents indicated in this Article.**
 9. Perform or provide the following other Preliminary Design Phase tasks or deliverables: Geotechnical investigations, route and topographic surveying
 10. Furnish two (2) review copies of the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables to Owner within 150 days of authorization to proceed with this phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items.
 11. Revise the Preliminary Design Phase documents, opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables in response to Owner's comments, as appropriate, and furnish to Owner two (2) copies of the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other deliverables within 14 days after receipt of Owner's comments.
- B. Engineer's services under the Preliminary Design Phase will be considered complete on the date when Engineer has delivered to Owner the revised Preliminary Design Phase documents, revised opinion of probable Construction Cost, and any other Preliminary Design Phase deliverables.

A1.03 *Final Design Phase*

- A. After acceptance by Owner of the Preliminary Design Phase documents, revised opinion of probable Construction Cost as determined in the Preliminary Design Phase, and any other Preliminary Design Phase deliverables, subject to any Owner-directed modifications or changes in the scope, extent, character, or design requirements of or for the Project, and upon written authorization from Owner, Engineer shall:
1. Prepare final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Visit the Site as needed to assist in preparing the final Drawings and Specifications.
 3. Provide technical criteria, written descriptions, and design data for Owner's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design; assist Owner in consultations with such authorities; and revise the Drawings and Specifications in response to directives from such authorities, as appropriate.
 4. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
 5. After consultation with Owner, include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website. Any such protocols shall be applicable to transmittals between and among Owner, Engineer, and Contractor during the Construction Phase and Post-Construction Phase, and unless agreed otherwise shall supersede any conflicting protocols previously established for transmittals between Owner and Engineer.
 6. Assist Owner in assembling known reports and drawings of Site conditions, and in identifying the technical data contained in such reports and drawings upon which bidders or other prospective contractors may rely.
 7. In addition to preparing the final Drawings and Specifications, assemble drafts of other Construction Contract Documents based on specific instructions and contract forms, text, or content received from Owner.
 8. Prepare or assemble draft bidding-related documents (or requests for proposals or other construction procurement documents), based on the specific bidding or procurement-related instructions and forms, text, or content received from Owner.
 9. Perform or provide the following other Final Design Phase tasks or deliverables: [Preparation of agency permit applications, as required, for OWNER's signature] **The Engineer shall identify the building codes and accessibility standards used in the design and indicate them on the drawings and specifications and certify that the final drawings and specifications comply with those standards.**

10. Furnish for review by Owner, its legal counsel, **and Agency**, and other advisors, two (2) copies of the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables, within 192 days of authorization to proceed with the Final Design Phase, and review them with Owner. Within 14 days of receipt, Owner shall submit to Engineer any comments regarding the furnished items, and any instructions for revisions.
 11. Revise the final Drawings and Specifications, assembled drafts of other Construction Contract Documents, the draft bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables in accordance with comments and instructions from the Owner, as appropriate, and submit two (2) final copies of such documents to Owner within 14 days after receipt of Owner's comments and instructions.
 12. **Provide the Owner and Agency with a written certification that the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables comply with all requirements of Agency. Use the Engineer's Certification of Final Plans and Specifications (Exhibit A, Attachment 6) for this purpose.**
 13. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in engineering analysis, the Plans, Specifications, and Bidding Documents requiring design revisions are either produced in the United States or are the subject of an approved waiver; and services required to determine to the best of the engineer's knowledge and belief that approved substitutes, equals, and all iron and steel products proposed in the Plans, Specifications, and Bidding Documents are either produced in the United States or are the subject of an approved waiver under AIS.**
- B. Engineer's services under the Final Design Phase will be considered complete on the date when Engineer has delivered to Owner the final Drawings and Specifications, other assembled Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and any other Final Design Phase deliverables **and all final design phase deliverables have been accepted by Owner.**
 - C. In the event that the Work designed or specified by Engineer is to be performed or furnished under more than one prime contract, or if Engineer's services are to be separately sequenced with the work of one or more prime Contractors (such as in the case of fast-tracking), Owner and Engineer shall, prior to commencement of the Final Design Phase, develop a schedule for performance of Engineer's services during the Final Design, Bidding or Negotiating, Construction, and Post-Construction Phases in order to sequence and coordinate properly such services as are applicable to the work under such separate prime contracts. This schedule is to be prepared and included in or become an amendment to Exhibit A whether or not the work under such contracts is to proceed concurrently.
 - D. The number of prime contracts for Work designed or specified by Engineer upon which the Engineer's compensation has been established under this Agreement is one (1). If more

prime contracts are awarded, Engineer shall be entitled to an equitable increase in its compensation under this Agreement.

A1.04 *Bidding or Negotiating Phase*

- A. After acceptance by Owner of the final Drawings and Specifications, other Construction Contract Documents, bidding-related documents (or requests for proposals or other construction procurement documents), and the most recent opinion of probable Construction Cost as determined in the Final Design Phase, and upon written authorization by Owner to proceed, Engineer shall:
1. Assist Owner in advertising for and obtaining bids or proposals for the Work, assist Owner in issuing assembled design, contract, and bidding-related documents (or requests for proposals or other construction procurement documents) to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, attend pre-bid conferences, if any, and receive and process contractor deposits or charges for the issued documents.
 2. Prepare and issue Addenda as appropriate to clarify, correct, or change the issued documents. **Obtain Agency concurrence on any addenda that modify the bidding documents. Obtain prior concurrence where possible.**
 3. Provide information or assistance needed by Owner in the course of any review of proposals or negotiations with prospective contractors.
 4. Consult with Owner as to the qualifications of prospective contractors.
 5. Consult with Owner as to the qualifications of subcontractors, suppliers, and other individuals and entities proposed by prospective contractors, for those portions of the Work as to which review of qualifications is required by the issued documents.
 6. ~~If the issued documents require, the Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors, provided that such proposals are allowed by the bidding-related documents (or requests for proposals or other construction procurement documents) prior to award of contracts for the Work. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.~~ **a. The Engineer shall evaluate and determine the acceptability of "or equals" and substitute materials and equipment proposed by prospective contractors prior to award of contracts for the Work. Engineer shall issue a bid addendum for any and all approved "or equals" and substitutes. Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Services under this paragraph are subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A.**
 - b. **Services required to determine and certify that to the best of the Engineer's knowledge and belief all iron and steel products referenced in Bid Addenda requiring design revisions are either produced in the United States or are the subject of an approved waiver.**

7. Attend the bid opening, prepare bid tabulation sheets to meet Owner's schedule, and assist Owner in evaluating bids or proposals, assembling final contracts for the Work for execution by Owner and Contractor, and in issuing notices of award of such contracts.
 8. If Owner engages in negotiations with bidders or proposers, assist Owner with respect to technical and engineering issues that arise during the negotiations.
 9. Perform or provide the following other Bidding or Negotiating Phase tasks or deliverables: [Prepare for, attend, and chair a pre-bid conference, and respond to Bidder requests for information (RFIs) during the bid process.] **Upon award of the Construction Contract, the Engineer shall furnish to Owner five executed copies of the Contract Documents and one electronic copy of the signed documents, including Drawings and Specifications.**
 10. **Provide copies of Manufacturers' Certifications to the Bidders on any brand name iron and steel products specified as sole-source in the Plans, Specifications and Bidding Documents. Manufacturers' Certifications are to be included in the Bidding Documents and must be kept in the Engineer's project file and on-site during construction.**
 11. **Provide copies of Manufacturers' Certifications to the Contractor on any brand name iron and steel products specified as sole-source in the Plans, Specifications, Bidding Documents including any Bid Addenda and Change Orders. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction."**
- B. The Bidding or Negotiating Phase will be considered complete upon commencement of the Construction Phase or upon cessation of negotiations with prospective contractors (except as may be required if Exhibit F is a part of this Agreement).

A1.05 *Construction Phase*

- A. Upon successful completion of the Bidding and Negotiating Phase, and upon written authorization from Owner, Engineer shall:
1. *General Administration of Construction Contract:* Consult with Owner and act as Owner's representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of Engineer shall be as assigned in EJCDC® C-700, Standard General Conditions of the Construction Contract (2013 Edition), prepared by the Engineers Joint Contract Documents Committee, or other construction general conditions specified in this Agreement. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of Engineer in the Construction Contract, or modify other terms of the Construction Contract having a direct bearing on Engineer, then Owner shall compensate Engineer for any related increases in the cost to provide Construction Phase services. Engineer shall not be required to furnish or perform services contrary to Engineer's responsibilities as a licensed professional. All of Owner's instructions to Contractor will be issued through Engineer, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement and the Construction Contract except as otherwise provided in writing.

2. *Resident Project Representative (RPR):* Provide the services of an RPR at the Site to assist the Engineer and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as set forth in Exhibit D. The furnishing of such RPR's services will not limit, extend, or modify Engineer's responsibilities or authority except as expressly set forth in Exhibit D.
3. *Selection of Independent Testing Laboratory:* Assist Owner in the selection of an independent testing laboratory to perform the services identified in Exhibit B, Paragraph B2.01.
4. *Pre-Construction Conference:* Participate in **and chair** a pre-construction conference prior to commencement of Work at the Site.
5. *Electronic Transmittal Protocols:* If the Construction Contract Documents do not specify protocols for the transmittal of Project-related correspondence, documents, text, data, drawings, information, and graphics, in electronic media or digital format, either directly, or through access to a secure Project website, then together with Owner and Contractor jointly develop such protocols for transmittals between and among Owner, Contractor, and Engineer during the Construction Phase and Post-Construction Phase.
6. *Original Documents:* ~~If requested by Owner to do so,~~ Maintain and safeguard during the Construction Phase at least one original printed record version of the Construction Contract Documents, including Drawings and Specifications signed and sealed by Engineer and other design professionals in accordance with applicable Laws and Regulations. Throughout the Construction Phase, make such original printed record version of the Construction Contract Documents available to Contractor and Owner for review.
7. *Schedules:* Receive, review, and determine the acceptability of any and all schedules that Contractor is required to submit to Engineer, including the Progress Schedule, Schedule of Submittals, and Schedule of Values.
8. *Baselines and Benchmarks:* As appropriate, establish baselines and benchmarks for locating the Work which in Engineer's judgment are necessary to enable Contractor to proceed.
9. *Visits to Site and Observation of Construction:* In connection with observations of Contractor's Work while it is in progress:
 - a. Make visits to the Site at intervals appropriate to the various stages of construction, as Engineer deems necessary, to observe as an experienced and qualified design professional the progress of Contractor's executed Work. Such visits and observations by Engineer, and the Resident Project Representative, if any, are not intended to be exhaustive or to extend to every aspect of the Work or to involve detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement and the Construction Contract Documents, but rather are to be limited to spot checking, selective sampling, and similar methods of general observation of the Work based on Engineer's exercise of professional judgment, as assisted by the Resident Project Representative, if any. Based on information obtained during such visits and observations, Engineer will determine

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

in general if the Work is proceeding in accordance with the Construction Contract Documents, and Engineer shall keep Owner informed of the progress of the Work.

- b. The purpose of Engineer's visits to the Site, and representation by the Resident Project Representative, if any, at the Site, will be to enable Engineer to better carry out the duties and responsibilities assigned to and undertaken by Engineer during the Construction Phase, and, in addition, by the exercise of Engineer's efforts as an experienced and qualified design professional, to provide for Owner a greater degree of confidence that the completed Work will conform in general to the Construction Contract Documents and that Contractor has implemented and maintained the integrity of the design concept of the completed Project as a functioning whole as indicated in the Construction Contract Documents. Engineer shall not, during such visits or as a result of such observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to any Constructor's work in progress, for the coordination of the Constructors' work or schedules, nor for any failure of any Constructor to comply with Laws and Regulations applicable to furnishing and performing of its work. Accordingly, Engineer neither guarantees the performance of any Constructor nor assumes responsibility for any Constructor's failure to furnish or perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents.
 - c. **The visits described in Article A1.05.A.9.a shall be at least monthly and the Engineer shall document all visits to the project with copies furnished to the Owner and Agency.**
- 10. *Defective Work:* Reject Work if, on the basis of Engineer's observations, Engineer believes that such Work is defective under the terms and standards set forth in the Construction Contract Documents. Provide recommendations to Owner regarding whether Contractor should correct such Work or remove and replace such Work, or whether Owner should consider accepting such Work as provided in the Construction Contract Documents.
 - 11. *Compatibility with Design Concept:* If Engineer has express knowledge that a specific part of the Work that is not defective under the terms and standards set forth in the Construction Contract Documents is nonetheless not compatible with the design concept of the completed Project as a functioning whole, then inform Owner of such incompatibility, and provide recommendations for addressing such Work.
 - 12. *Clarifications and Interpretations:* Accept from Contractor and Owner submittal of all matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. With reasonable promptness, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Construction Contract Documents.

13. *Non-reviewable Matters:* If a submitted matter in question concerns the Engineer's performance of its duties and obligations, or terms and conditions of the Construction Contract Documents that do not involve (1) the performance or acceptability of the Work under the Construction Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer will not provide a decision or interpretation.
14. *Field Orders:* Subject to any limitations in the Construction Contract Documents, Engineer may prepare and issue Field Orders requiring minor changes in the Work.
15. *Change Orders and Work Change Directives:* Recommend Change Orders and Work Change Directives to Owner, as appropriate, and prepare Change Orders and Work Change Directives as required.
16. *Differing Site Conditions:* Respond to any notice from Contractor of differing site conditions, including conditions relating to underground facilities such as utilities, and hazardous environmental conditions. Promptly conduct reviews and prepare findings, conclusions, and recommendations for Owner's use.
17. *Shop Drawings, Samples, and Other Submittals:* **Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, including Applications for Payment, to ensure compliance with AIS. Any iron and steel products included in any submittal by the General Contractor, must include a Manufacturers' Certification letter to verify the products were produced in the United States. Copies of Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction. In the event the Engineer requires an item to be sole-source, the Engineer must furnish the Manufacturers Certification to the Contractor for said item.** Review and approve or take other appropriate action with respect to Shop Drawings, Samples, and other required Contractor submittals, but only for conformance with the information given in the Construction Contract Documents and compatibility with the design concept of the completed Project as a functioning whole as indicated by the Construction Contract Documents. Such reviews and approvals or other action will not extend to means, methods, techniques, sequences, or procedures of construction or to safety precautions and programs incident thereto. Engineer shall meet any Contractor's submittal schedule that Engineer has accepted.
18. *Substitutes and "Or-equal":* Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor, but subject to the provisions of Paragraph A2.02.A.2 of this Exhibit A. **Review of substitutes and "or equals" shall be in accordance with the General Conditions of the Construction Contract and applicable Agency regulations. Prior to approval of any substitute "or equal" review Manufacturers' Certifications provided by the Contractor to verify the product(s) meet AIS requirements. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction to ensure compliance with AIS.**
19. *Inspections and Tests:*

- a. Receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Construction Contract Documents. Engineer's review of such certificates will be for the purpose of determining that the results certified indicate compliance with the Construction Contract Documents and will not constitute an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Construction Contract Documents. Engineer shall be entitled to rely on the results of such inspections and tests.
 - b. As deemed reasonably necessary, request that Contractor uncover Work that is to be inspected, tested, or approved.
 - c. Pursuant to the terms of the Construction Contract, require special inspections or testing of the Work, whether or not the Work is fabricated, installed, or completed.
 - d. **Receive and review all Manufacturers' Certifications for materials required to comply with AIS. Manufacturers' Certifications must be kept in the Engineer's project file and on-site during construction.**
20. *Change Proposals and Claims:* (a) Review and respond to Change Proposals. Review each duly submitted Change Proposal from Contractor and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Such actions shall be in writing, with a copy provided to Owner and Contractor. If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer will not resolve the Change Proposal. (b) Provide information or data to Owner regarding engineering or technical matters pertaining to Claims. **Review Change Proposals to ensure compliance with AIS.**
21. *Applications for Payment:* Based on Engineer's observations as an experienced and qualified design professional and on review of Applications for Payment and accompanying supporting documentation:
- a. Determine the amounts that Engineer recommends Contractor be paid. Recommend reductions in payment (set-offs) based on the provisions for set-offs stated in the Construction Contract. Such recommendations of payment will be in writing and will constitute Engineer's representation to Owner, based on such observations and review, that, to the best of Engineer's knowledge, information and belief, Contractor's Work has progressed to the point indicated, the Work is generally in accordance with the Construction Contract Documents (subject to an evaluation of the Work as a functioning whole prior to or upon Substantial Completion, to the results of any subsequent tests called for in the Construction Contract Documents, and to any other qualifications stated in the recommendation), and the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work. In the case of unit price Work, Engineer's recommendations of payment will include final determinations of quantities and classifications of the

Work (subject to any subsequent adjustments allowed by the Construction Contract Documents).

- b. By recommending payment, Engineer shall not thereby be deemed to have represented that observations made by Engineer to check the quality or quantity of Contractor's Work as it is performed and furnished have been exhaustive, extended to every aspect of Contractor's Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in this Agreement. Neither Engineer's review of Contractor's Work for the purposes of recommending payments nor Engineer's recommendation of any payment including final payment will impose on Engineer responsibility to supervise, direct, or control the Work, or for the means, methods, techniques, sequences, or procedures of construction or safety precautions or programs incident thereto, or Contractor's compliance with Laws and Regulations applicable to Contractor's furnishing and performing the Work. It will also not impose responsibility on Engineer to make any examination to ascertain how or for what purposes Contractor has used the money paid to Contractor by Owner; to determine that title to any portion of the Work, including materials or equipment, has passed to Owner free and clear of any liens, claims, security interests, or encumbrances; or that there may not be other matters at issue between Owner and Contractor that might affect the amount that should be paid.
22. *Contractor's Completion Documents:* Receive from Contractor, review, and transmit to Owner maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance required by the Construction Contract Documents, certificates of inspection, tests and approvals, and Shop Drawings, Samples, and other data approved as provided under Paragraph A1.05.A.17. ~~Receive from Contractor, review, and transmit to Owner the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The extent of Engineer's review of record documents shall be to check that Contractor has submitted all pages.~~ **Receive from Contractor and review the annotated record documents which are to be assembled by Contractor in accordance with the Construction Contract Documents to obtain final payment. The Engineer shall prepare Record Drawings, and furnish such Record Drawings to Owner.**
23. *Substantial Completion:* Promptly after notice from Contractor that Contractor considers the entire Work ready for its intended use, in company with Owner and Contractor, visit the Site to review the Work and determine the status of completion. Follow the procedures in the Construction Contract regarding the preliminary certificate of Substantial Completion, punch list of items to be completed, Owner's objections, notice to Contractor, and issuance of a final certificate of Substantial Completion. Assist Owner regarding any remaining engineering or technical matters affecting Owner's use or occupancy of the Work following Substantial Completion.
24. *Other Tasks:* Perform or provide the following other Construction Phase tasks or deliverables: **[Attend and document vacuum station startup test]**
- a. **Upon Substantial Completion, the Engineer shall provide a copy of the Certificate of Substantial Completion to the Agency.**

25. *Final Notice of Acceptability of the Work:* Conduct a final visit to the Project to determine if the Work is complete and acceptable so that Engineer may recommend, in writing, final payment to Contractor. Accompanying the recommendation for final payment, Engineer shall also provide a notice to Owner and Contractor in the form attached hereto as Exhibit E (“Notice of Acceptability of Work”) that the Work is acceptable (subject to the provisions of the Notice and Paragraph A1.05.A.21.b) to the best of Engineer’s knowledge, information, and belief, and based on the extent of the services provided by Engineer under this Agreement.

- a. **Obtain the Contractors’ Certification letter and copies of Manufacturers’ Certifications from the Contractor for all American Iron and Steel products used in the project. Upon Substantial Completion, provide copies of Contractors’ and Manufacturers’ Certifications to the Owner and a copy of Contractor’s Certification to the Agency.**

26. *Standards for Certain Construction-Phase Decisions:* Engineer will render decisions regarding the requirements of the Construction Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth in the Construction Contract for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor, and will not be liable to Owner, Contractor, or others in connection with any proceedings, interpretations, decisions, or judgments conducted or rendered in good faith.

- B. *Duration of Construction Phase:* The Construction Phase will commence with the execution of the first Construction Contract for the Project or any part thereof and will terminate upon written recommendation by Engineer for final payment to Contractors. If the Project involves more than one prime contract as indicated in Paragraph A1.03.D, then Construction Phase services may be rendered at different times in respect to the separate contracts. Subject to the provisions of Article 3, Engineer shall be entitled to an equitable increase in compensation if Construction Phase services (including Resident Project Representative services, if any) are required after the original date for completion and readiness for final payment of Contractor as set forth in the Construction Contract.

A1.06 *Post-Construction Phase*

- A. Upon written authorization from Owner during the Post-Construction Phase, Engineer shall:
 - 1. Together with Owner, visit the Project to observe any apparent defects in the Work, make recommendations as to replacement or correction of defective Work, if any, or the need to repair of any damage to the Site or adjacent areas, and assist Owner in consultations and discussions with Contractor concerning correction of any such defective Work and any needed repairs.
 - 2. Together with Owner, visit the Project within one month before the end of the Construction Contract’s correction period to ascertain whether any portion of the Work or the repair of any damage to the Site or adjacent areas is defective and therefore subject to correction by Contractor.

3. Perform or provide the following other Post-Construction Phase tasks or deliverables:
N/A
- B. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this Exhibit A, will terminate twelve months after the commencement of the Construction Contract's correction period.

PART 2 – ADDITIONAL SERVICES

A2.01 *Additional Services Requiring Owner's Written Authorization*

- A. If authorized in writing by Owner, Engineer shall provide Additional Services of the types listed below. These services are not included as part of Basic Services and will be paid for by Owner as indicated in Exhibit C.
 1. Preparation of applications and supporting documents (in addition to those furnished under Basic Services) for private or governmental grants, loans, or advances in connection with the Project; preparation or review of environmental assessments and impact statements **not including preparation of the Environmental Report defined under Basic Services**; review and evaluation of the effects on the design requirements for the Project of any such statements and documents prepared by others; and assistance in obtaining approvals of authorities having jurisdiction over the anticipated environmental impact of the Project.
 2. Services to make measured drawings of existing conditions or facilities, to conduct tests or investigations of existing conditions or facilities, or to verify the accuracy of drawings or other information furnished by Owner or others.
 3. Services resulting from significant changes in the scope, extent, or character of the portions of the Project designed or specified by Engineer, or the Project's design requirements, including, but not limited to, changes in size, complexity, Owner's schedule, character of construction, or method of financing; and revising previously accepted studies, reports, Drawings, Specifications, or Construction Contract Documents when such revisions are required by changes in Laws and Regulations enacted subsequent to the Effective Date or are due to any other causes beyond Engineer's control.
 4. Services resulting from Owner's request to evaluate additional Study and Report Phase alternative solutions beyond those agreed to in Paragraph A1.01.A.1 and 2, **but only if the Owner's request is made after completion of the Study and Report Phase.**
 5. Services required as a result of Owner's providing incomplete or incorrect Project information to Engineer.
 6. Providing renderings or models for Owner's use, including services in support of building information modeling or civil integrated management.
 7. Undertaking investigations and studies including, but not limited to:
 - a. detailed consideration of operations, maintenance, and overhead expenses;

- b. the preparation of feasibility studies (such as those that include projections of output capacity, utility project rates, project market demand, or project revenues) and cash flow analyses, provided that such services are based on the engineering and technical aspects of the Project, and do not include rendering advice regarding municipal financial products or the issuance of municipal securities;
 - c. preparation of appraisals;
 - d. evaluating processes available for licensing, and assisting Owner in obtaining process licensing;
 - e. detailed quantity surveys of materials, equipment, and labor; and
 - f. audits or inventories required in connection with construction performed or furnished by Owner.
- 8. Furnishing services of Consultants for other than Basic Services.
- 9. Providing data or services of the types described in Exhibit B, when Owner retains Engineer to provide such data or services instead of Owner furnishing the same.
- 10. Providing the following services:
 - a. Services attributable to more prime construction contracts than specified in Paragraph A1.03.D.
 - b. Services to arrange for performance of construction services for Owner by contractors other than the principal prime Contractor, and administering Owner's contract for such services.
- 11. Services during out-of-town travel required of Engineer, other than for visits to the Site or Owner's office as required in Basic Services (Part 1 of Exhibit A).
- 12. Preparing for, coordinating with, participating in and responding to structured independent review processes, including, but not limited to, construction management, cost estimating, project peer review, value engineering, and constructibility review requested by Owner; and performing or furnishing services required to revise studies, reports, Drawings, Specifications, or other documents as a result of such review processes.
- 13. Preparing additional bidding-related documents (or requests for proposals or other construction procurement documents) or Construction Contract Documents for alternate bids or cost estimates requested by Owner for the Work or a portion thereof.
- 14. Assistance in connection with bid protests, rebidding, or renegotiating contracts for construction, materials, equipment, or services, except when such assistance is required to complete services required by Paragraph 5.02.A and Exhibit F.
- 15. Preparing conformed Construction Contract Documents that incorporate and integrate the content of all Addenda and any amendments negotiated by Owner and Contractor.

Exhibit A – Engineer's Services

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

16. Providing Construction Phase services beyond the original date for completion and readiness for final payment of Contractor, but only if such services increase the total quantity of services to be performed in the Construction Phase, rather than merely shifting performance of such services to a later date.
17. ~~Preparing Record Drawings, and furnishing such Record Drawings to Owner.~~ **[Deleted]**
18. Supplementing Record Drawings with information regarding the completed Project, Site, and immediately adjacent areas obtained from field observations, Owner, utility companies, and other reliable sources.
19. Conducting surveys, investigations, and field measurements to verify the accuracy of Record Drawing content obtained from Contractor, Owner, utility companies, and other sources; revise and supplement Record Drawings as needed.
20. Preparation of operation, maintenance, and staffing manuals.
21. Protracted or extensive assistance in refining and adjusting of Project equipment and systems (such as initial startup, testing, and balancing).
22. Assistance to Owner in training Owner's staff to operate and maintain Project equipment and systems.
23. Assistance to Owner in developing systems and procedures for (a) control of the operation and maintenance of Project equipment and systems, and (b) related recordkeeping.
24. Preparing to serve or serving as a consultant or witness for Owner in any litigation, arbitration, lien or bond claim, or other legal or administrative proceeding involving the Project.
25. Overtime work requiring higher than regular rates.
26. Providing construction surveys and staking to enable Contractor to perform its work other than as required under Paragraph A1.05.A.8; any type of property surveys or related engineering services needed for the transfer of interests in real property; and providing other special field surveys.
27. Providing more extensive services required to enable Engineer to issue notices or certifications requested by Owner.
28. Extensive services required during any correction period, or with respect to monitoring Contractor's compliance with warranties and guarantees called for in the Construction Contract (except as agreed to under Basic Services).
29. Other additional services performed or furnished by Engineer not otherwise provided for in this Agreement.

A2.02 *Additional Services Not Requiring Owner's Written Authorization*

- A. Engineer shall advise Owner that Engineer is commencing to perform or furnish the Additional Services of the types listed below. For such Additional Services, Engineer need not request or obtain specific advance written authorization from Owner. Engineer shall cease performing or furnishing such Additional Services upon receipt of written notice to cease from Owner.
1. Services in connection with Work Change Directives and Change Orders to reflect changes requested by Owner.
 2. ~~Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; services after the award of the Construction Contract in evaluating and determining the acceptability of a proposed "or equal" or substitution which is found to be inappropriate for the Project; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.~~ **Services in making revisions to Drawings and Specifications occasioned by the acceptance of substitute materials or equipment other than "or equal" items; evaluation and determination of an excessive number of proposed "or equals" or substitutions, whether proposed before or after award of the Construction Contract.**
 3. Services resulting from significant delays, changes, or price increases occurring as a direct or indirect result of materials, equipment, or energy shortages.
 4. Additional or extended services arising from (a) the presence at the Site of any Constituent of Concern or items of historical or cultural significance, (b) emergencies or acts of God endangering the Work, (c) damage to the Work by fire or other causes during construction, (d) a significant amount of defective, neglected, or delayed Work, (e) acceleration of the progress schedule involving services beyond normal working hours, or (f) default by Contractor.
 5. Services (other than Basic Services during the Post-Construction Phase) in connection with any partial utilization of the Work by Owner prior to Substantial Completion.
 6. Evaluating unreasonable or frivolous requests for interpretation or information (RFIs), Change Proposals, or other demands from Contractor or others in connection with the Work, or an excessive number of RFIs, Change Proposals, or demands.
 7. Reviewing a Shop Drawing or other Contractor submittal more than three times, as a result of repeated inadequate submissions by Contractor.
 8. While at the Site, compliance by Engineer and its staff with those terms of Owner's or Contractor's safety program provided to Engineer subsequent to the Effective Date that exceed those normally required of engineering personnel by federal, State, or local safety authorities for similar construction sites.

This is **EXHIBIT B**, consisting of [4] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Owner's Responsibilities

Article 2 of the Agreement is supplemented to include the following agreement of the parties.

B2.01 In addition to other responsibilities of Owner as set forth in this Agreement, Owner shall at its expense:

- A. Provide Engineer with all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility, and expandability, and any budgetary limitations.
- B. Give instructions to Engineer regarding Owner's procurement of construction services (including instructions regarding advertisements for bids, instructions to bidders, and requests for proposals, as applicable), Owner's construction contract practices and requirements, insurance and bonding requirements, electronic transmittals during construction, and other information necessary for the finalization of Owner's bidding-related documents (or requests for proposals or other construction procurement documents), and Construction Contract Documents. Furnish copies (or give specific directions requesting Engineer to use copies already in Engineer's possession) of all design and construction standards, Owner's standard forms, general conditions (if other than EJCDC® C-700, Standard General Conditions of the Construction Contract, 2013 Edition), supplementary conditions, text, and related documents and content for Engineer to include in the draft bidding-related documents (or requests for proposals or other construction procurement documents), and draft Construction Contract Documents, when applicable. Owner shall have responsibility for the final content of (1) such bidding-related documents (or requests for proposals or other construction procurement documents), and (2) those portions of any Construction Contract other than the design (as set forth in the Drawings, Specifications, or otherwise), and other engineering or technical matters; and Owner shall seek the advice of Owner's legal counsel, risk managers, and insurance advisors with respect to the drafting and content of such documents.
- C. Furnish to Engineer any other available information pertinent to the Project including reports and data relative to previous designs, construction, or investigation at or adjacent to the Site.
- D. Following Engineer's assessment of initially-available Project information and data and upon Engineer's request, obtain, furnish, or otherwise make available (if necessary through title searches, or retention of specialists or consultants) such additional Project-related information and data as is reasonably required to enable Engineer to complete its Basic and Additional Services. Such additional information or data would generally include the following:
 - 1. Property descriptions.
 - 2. Zoning, deed, and other land use restrictions.

3. Utility and topographic mapping and surveys.
 4. Property, boundary, easement, right-of-way, and other special surveys or data, including establishing relevant reference points.
 5. Explorations and tests of subsurface conditions at or adjacent to the Site; geotechnical reports and investigations; drawings of physical conditions relating to existing surface or subsurface structures at the Site; hydrographic surveys, laboratory tests and inspections of samples, materials, and equipment; with appropriate professional interpretation of such information or data.
 6. Environmental assessments, audits, investigations, and impact statements, and other relevant environmental, historical, or cultural studies relevant to the Project, the Site, and adjacent areas.
 7. Data or consultations as required for the Project but not otherwise identified in this Agreement.
- E. Arrange for safe access to and make all provisions for Engineer to enter upon public and private property as required for Engineer to perform services under the Agreement.
- F. Recognizing and acknowledging that Engineer's services and expertise do not include the following services, provide, as required for the Project:
1. Accounting, bond and financial advisory (including, if applicable, "municipal advisor" services as described in Section 975 of the Dodd-Frank Wall Street Reform and Consumer Protection Act (2010) and the municipal advisor registration rules issued by the Securities and Exchange Commission), independent cost estimating, and insurance counseling services.
 2. Legal services with regard to issues pertaining to the Project as Owner requires, Contractor raises, or Engineer reasonably requests.
 3. Such auditing services as Owner requires to ascertain how or for what purpose Contractor has used the money paid.
- G. Provide the services of an independent testing laboratory to perform all inspections, tests, and approvals of samples, materials, and equipment required by the Construction Contract Documents (other than those required to be furnished or arranged by Contractor), or to evaluate the performance of materials, equipment, and facilities of Owner, prior to their incorporation into the Work with appropriate professional interpretation thereof. Provide Engineer with the findings and reports generated by testing laboratories, including findings and reports obtained from or through Contractor.
- H. Provide reviews, approvals, and permits from all governmental authorities having jurisdiction to approve all phases of the Project designed or specified by Engineer and such reviews, approvals, and consents from others as may be necessary for completion of each phase of the Project.

- I. Advise Engineer of the identity and scope of services of any independent consultants employed by Owner to perform or furnish services in regard to the Project, including, but not limited to, cost estimating, project peer review, value engineering, and constructibility review.
- J. If Owner designates a construction manager or an individual or entity other than, or in addition to, Engineer to represent Owner at the Site, define and set forth as an attachment to this Exhibit B the duties, responsibilities, and limitations of authority of such other party and the relation thereof to the duties, responsibilities, and authority of Engineer.
- K. If more than one prime contract is to be awarded for the Work designed or specified by Engineer, then designate a person or entity to have authority and responsibility for coordinating the activities among the various prime Contractors, and define and set forth the duties, responsibilities, and limitations of authority of such individual or entity and the relation thereof to the duties, responsibilities, and authority of Engineer as an attachment to this Exhibit B that is to be mutually agreed upon and made a part of this Agreement before such services begin.
- L. Inform Engineer in writing of any specific requirements of safety or security programs that are applicable to Engineer, as a visitor to the Site.
- M. Examine all alternative solutions, studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer (including obtaining advice of an attorney, risk manager, insurance counselor, financial/municipal advisor, and other advisors or consultants as Owner deems appropriate with respect to such examination) and render in writing timely decisions pertaining thereto.
- N. Inform Engineer regarding any need for assistance in evaluating the possible use of Project Strategies, Technologies, and Techniques, as defined in Exhibit A.
- O. Advise Engineer as to whether Engineer's assistance is requested in identifying opportunities for enhancing the sustainability of the Project.
- P. Place and pay for advertisement for Bids in appropriate publications.
- Q. Furnish to Engineer data as to Owner's anticipated costs for services to be provided by others (including, but not limited to, accounting, bond and financial, independent cost estimating, insurance counseling, and legal advice) for Owner so that Engineer may assist Owner in collating the various cost categories which comprise Total Project Costs.
- R. Attend and participate in the pre-bid conference, bid opening, pre-construction conferences, construction progress and other job related meetings, and Site visits to determine Substantial Completion and readiness of the completed Work for final payment.
- S. Authorize Engineer to provide Additional Services as set forth in Part 2 of Exhibit A of the Agreement, as required.
- T. Perform or provide the following: []

Exhibit B – Owner's Responsibilities

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

**Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

B.2.02 Owners are ultimately responsible for compliance with Section 746 of Title VII of the Consolidated Appropriations Act of 2017 (Division A - Agriculture, Rural Development, Food and Drug Administration, and Related Agencies Appropriations Act, 2017) and subsequent statutes mandating domestic preference and will be responsible for the following:

- A. Sign loan resolutions, grant agreements and letters of intent to meet conditions which include American Iron and Steel language, accepting American Iron and Steel requirements in those documents and in the letter of conditions.**
- B. Sign change orders (i.e. C-941 of EJCDC) and partial payment estimates (i.e. C-620 of EJCDC) and thereby acknowledge responsibility for compliance with American Iron and Steel requirements.**
- C. Obtain the certification letters from the Engineer upon Substantial Completion of the project and maintain this documentation for the life of the loan.**
- D. Where the Owner directly procures American Iron and Steel products,**
 - 1. Include American Iron and Steel clauses in the procurement contracts;**
 - 2. Obtain Manufacturers' Certifications; and**
 - 3. Provide copies to Engineers and Contractors.**

This is **EXHIBIT C**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Payments to Engineer for Services and Reimbursable Expenses

COMPENSATION PACKET BC-1: Basic Services – Lump Sum

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 2 – OWNER’S RESPONSIBILITIES

C2.01 Compensation for Basic Services (other than Resident Project Representative) – Lump Sum Method of Payment

- A. Owner shall pay Engineer for Basic Services set forth in Exhibit A, except for services of Engineer’s Resident Project Representative, if any, as follows:
1. A Lump Sum amount of **\$899,116** based on the following estimated distribution of compensation:

a. Study and Report Phase	\$[]
b. Preliminary Design Phase	\$219,822
c. Final Design Phase	\$476,232
d. Bidding and Negotiating Phase	\$34,778
e. Construction Phase	\$147,500
f. Post-Construction Phase	\$20,784
 2. Engineer may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the Owner **and Agency**.
 3. The Lump Sum includes compensation for Engineer’s services and services of Engineer’s Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor costs, overhead, profit, expenses (other than any expressly allowed Reimbursable Expenses), and Consultant charges.
 4. In addition to the Lump Sum, Engineer is also entitled to reimbursement from Owner for the following Reimbursable Expenses (~~see Appendix 1 for rates or charges~~): **None**.
 5. The portion of the Lump Sum amount billed for Engineer’s services will be based upon Engineer’s estimate of the percentage of the total services actually completed during the billing period. If any Reimbursable Expenses are expressly allowed, Engineer may also bill for any such Reimbursable Expenses incurred during the billing period.

- B. *Period of Service:* The compensation amount stipulated in Compensation Packet BC-1 is conditioned on a period of service not exceeding thirty-six (36) months. If such period of service is extended, the compensation amount for Engineer's services shall be appropriately adjusted **with concurrence of the Owner and Agency**.

**COMPENSATION PACKET AS-1:
Additional Services – Standard Hourly Rates**

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.05 Compensation for Additional Services – Standard Hourly Rates Method of Payment

- A. Owner shall pay Engineer for Additional Services, if any, as follows:
 - 1. *General:* For services of Engineer's personnel engaged directly on the Project pursuant to Paragraph A2.01 or A2.02 of Exhibit A, except for services as a consultant or witness under Paragraph A2.01.A.20, (which if needed shall be separately negotiated based on the nature of the required consultation or testimony) an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Additional Services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any.
- B. *Compensation For Reimbursable Expenses: **Not Included***
- C. *Other Provisions Concerning Payment for Additional Services:*
 - 1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
 - 2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's Factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
 - 3. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

COMPENSATION PACKET RPR-2:
Resident Project Representative – Standard Hourly Rates

Article 2 of the Agreement is supplemented to include the following agreement of the parties:

C2.04 Compensation for Resident Project Representative Basic Services – Standard Hourly Rates Method of Payment

A. Owner shall pay Engineer for Resident Project Representative Basic Services as follows:

1. **Resident Project Representative Services:** For services of Engineer's Resident Project Representative under Paragraph A1.05.A of Exhibit A, an amount equal to the cumulative hours charged to the Project by each class of Engineer's personnel times Standard Hourly Rates for each applicable billing class for all Resident Project Representative services performed on the Project, plus related Reimbursable Expenses and Engineer's Consultant's charges, if any. The total compensation under this paragraph is estimated to be **\$242,667** based upon full-time RPR services on an eight-hour workday, Monday through Friday, over a 420 day construction schedule.
2. **If rate(s) for RPR services is not indicated in Appendix Two to Exhibit C, "Standard Hourly Rates Schedule," the Standard Hourly Rate for RPR services is \$100 per hour.**

B. Compensation for Reimbursable Expenses:

1. For those Reimbursable Expenses that are not accounted for in the compensation for Basic Services under Paragraph C2.01, and are directly related to the provision of Resident Project Representative or Post-Construction Basic Services, Owner shall pay Engineer at the rates set forth in Appendix 1 to this Exhibit C.
2. Reimbursable Expenses include the expenses identified in Appendix 1 and the following: transportation (including mileage), lodging, and subsistence incidental thereto; providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representative and assistants; toll telephone calls, mobile phone charges, and courier charges; reproduction of reports, Drawings, Specifications, bidding-related or other procurement documents, Construction Contract Documents, and similar Project-related items. In addition, if authorized in advance by Owner, Reimbursable Expenses will also include expenses incurred for the use of highly specialized equipment.
3. The amounts payable to Engineer for Reimbursable Expenses, if any, will be those internal expenses related to the Resident Project Representative Basic Services that are actually incurred or allocated by Engineer, plus all invoiced external Reimbursable Expenses allocable to such services, the latter multiplied by a factor of 1.1.
4. The Reimbursable Expenses Schedule will be adjusted annually (as of January 1) to reflect equitable changes in the compensation payable to Engineer. **Changes will not be effective unless and until concurred in by the Owner and Agency.**

C. Other Provisions Concerning Payment Under this Paragraph C2.04:

**Exhibit C – Compensation Packet RPR-2: Resident Project Representative Services –
Standard Hourly Rates Method of Payment.**

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

**Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.**

1. Whenever Engineer is entitled to compensation for the charges of Engineer's Consultants, those charges shall be the amounts billed by Engineer's Consultants to Engineer times a factor of 1.1.
2. *Factors:* The external Reimbursable Expenses and Engineer's Consultant's factors include Engineer's overhead and profit associated with Engineer's responsibility for the administration of such services and costs.
3. *Estimated Compensation Amounts:*
 - a. Engineer's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to Engineer under the Agreement.
 - b. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to Engineer that the total compensation amount thus estimated will be exceeded, Engineer shall give Owner **and Agency** written notice thereof, allowing Owner to consider its options, including suspension or termination of Engineer's services for Owner's convenience. Upon notice Owner and Engineer promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate Engineer's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by Engineer, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend Engineer's services during negotiations and Engineer exceeds the estimated amount before Owner and Engineer have agreed to an increase in the compensation due Engineer or a reduction in the remaining services, then Engineer shall be paid for all services rendered hereunder.
4. To the extent necessary to verify Engineer's charges and upon Owner's timely request, Engineer shall make copies of such records available to Owner ~~at cost~~ **at no cost**.

This is **Appendix 2 to EXHIBIT C**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Standard Hourly Rates Schedule

A. *Standard Hourly Rates:*

1. Standard Hourly Rates are set forth in this Appendix 2 to this Exhibit C and include salaries and wages paid to personnel in each billing class plus the cost of customary and statutory benefits, general and administrative overhead, non-project operating costs, and operating margin or profit.
2. The Standard Hourly Rates apply only as specified in Article C2.

B. *Schedule:*

Hourly rates for services performed on or after the date of the Agreement are:

Sumner Engineering & Consulting Rates

Principal Engineer	\$170/hour
Senior Engineer	\$125/hour
Engineering Designer	\$100/hour
Field Representative	\$100/hour
CAD Designer	\$ 75/hour
Administrative Staff	\$ 45/hour

Subconsultant Rates

Principal Engineer	\$214/hour
Engineer 8	\$195/hour
Engineer 6	\$155/hour
Engineer 4	\$120/hour
Technician 4	\$120/hour
Administrative Staff	\$ 75/hour

This is **EXHIBIT D**, consisting of [5] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

[Note to User: Delete this Exhibit D if Engineer will not be providing Resident Project Representative Services under Paragraph A1.05.A.2.]

Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Article 1 of the Agreement is supplemented to include the following agreement of the parties:

ARTICLE 1 - SERVICES OF ENGINEER

D1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR") to assist Engineer in observing progress and quality of the Work. The RPR may provide full time representation or may provide representation to a lesser degree. RPR is Engineer's representative at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions. **Full time Resident Project Representation is required unless requested in writing by the Owner and waived in writing by the Agency.**
- B. Through RPR's observations of the Work, including field checks of materials and installed equipment, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, as a result of such RPR observations of the Work, supervise, direct, or have control over the Work, nor shall Engineer (including the RPR) have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor, for security or safety at the Site, for safety precautions and programs incident to the Work or any Constructor's work in progress, for the coordination of the Constructors' work or schedules, or for any failure of any Constructor to comply with Laws and Regulations applicable to the performing and furnishing of its work. The Engineer (including RPR) neither guarantees the performances of any Constructor nor assumes responsibility for any Constructor's failure to furnish and perform the Work, or any portion of the Work, in accordance with the Construction Contract Documents. In addition, the specific terms set forth in Exhibit A, Paragraph A1.05, of this Agreement are applicable.
- C. The duties and responsibilities of the RPR are as follows:
 - 1. **General:** RPR's dealings in matters pertaining to the Work in general shall be with Engineer and Contractor. RPR's dealings with Subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with Owner only with the knowledge of and under the direction of Engineer.
 - 2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, schedule of values, and other schedules prepared by Contractor and consult with Engineer concerning acceptability of such schedules.

3. *Conferences and Meetings:* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences, and other Project-related meetings (but not including Contractor's safety meetings), and as appropriate prepare and circulate copies of minutes thereof.
4. *Safety Compliance:* Comply with Site safety programs, as they apply to RPR, and if required to do so by such safety programs, receive safety training specifically related to RPR's own personal safety while at the Site.
5. *Liaison:*
 - a. Serve as Engineer's liaison with Contractor. Working principally through Contractor's authorized representative or designee, assist in providing information regarding the provisions and intent of the Construction Contract Documents.
 - b. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
6. *Clarifications and Interpretations:* Receive from Contractor submittal of any matters in question concerning the requirements of the Construction Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Construction Contract Documents. Report to Engineer regarding such RFIs. Report to Engineer when clarifications and interpretations of the Construction Contract Documents are needed, whether as the result of a Contractor RFI or otherwise. Transmit Engineer's clarifications, interpretations, and decisions to Contractor. ,
7. *Shop Drawings and Samples:*
 - a. Record date of receipt of Samples and Contractor-approved Shop Drawings.
 - b. Receive Samples that are furnished at the Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal, if RPR believes that the submittal has not been received from Contractor, or has not been approved by Contractor or Engineer.
8. *Proposed Modifications:* Consider and evaluate Contractor's suggestions for modifications to the Drawings or Specifications, and report such suggestions, together with RPR's recommendations, if any, to Engineer. Transmit Engineer's response (if any) to such suggestions to Contractor.
9. *Review of Work; Defective Work:*

- a. Report to Engineer whenever RPR believes that any part of the Work is defective under the terms and standards set forth in the Construction Contract Documents, and provide recommendations as to whether such Work should be corrected, removed and replaced, or accepted as provided in the Construction Contract Documents.
- b. Inform Engineer of any Work that RPR believes is not defective under the terms and standards set forth in the Construction Contract Documents, but is nonetheless not compatible with the design concept of the completed Project as a functioning whole, and provide recommendations to Engineer for addressing such Work. ; and
- c. Advise Engineer of that part of the Work that RPR believes should be uncovered for observation, or requires special testing, inspection, or approval.

10. *Inspections, Tests, and System Start-ups:*

- a. Consult with Engineer in advance of scheduled inspections, tests, and systems start-ups.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Observe whether Contractor has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public or other agencies having jurisdiction over the Work.
- e. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Work, record the results of these inspections, and report to Engineer.

11. *Records:*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, copies of Construction Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Construction Contract, RFIs, Engineer's clarifications and interpretations of the Construction Contract Documents, progress reports, approved Shop Drawing and Sample submittals, and other Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, Subcontractors present at the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, deliveries of equipment or materials, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.

- c. Upon request from Owner to Engineer, photograph or video Work in progress or Site conditions.
- d. Record and maintain accurate, up-to-date lists of the names, addresses, fax numbers, e-mail addresses, websites, and telephone numbers (including mobile numbers) of all Contractors, Subcontractors, and major Suppliers of materials and equipment.
- e. Maintain records for use in preparing Project documentation.
- f. Upon completion of the Work, furnish original set of all RPR Project documentation to Engineer.
- g. **Maintain all Manufacturers' Certifications in the project file and on-site during construction to ensure compliance with AIS, as applicable.**

12. *Reports:*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. ~~Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor. [Deleted]~~
- c. Furnish to Engineer and Owner copies of all inspection, test, and system start-up reports.
- d. Immediately inform Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, possible force majeure or delay events, damage to property by fire or other causes, or the discovery of any potential differing site condition or Constituent of Concern.

13. *Payment Requests:* Review applications for payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

14. *Certificates, Operation and Maintenance Manuals:* During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Contract Documents to be assembled and furnished by Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

15. *Completion:*

- a. Participate in Engineer's visits to the Site regarding Substantial Completion, assist in the determination of Substantial Completion, and prior to the issuance of a

Certificate of Substantial Completion submit a punch list of observed items requiring completion or correction.

- b. Participate in Engineer's visit to the Site in the company of Owner and Contractor, to determine completion of the Work, and prepare a final punch list of items to be completed or corrected by Contractor.
- c. Observe whether all items on the final punch list have been completed or corrected, and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work (Exhibit E).

D. Resident Project Representative shall not:

- 1. Authorize any deviation from the Construction Contract Documents or substitution of materials or equipment (including "or-equal" items).
- 2. Exceed limitations of Engineer's authority as set forth in this Agreement.
- 3. Undertake any of the responsibilities of Contractor, Subcontractors, or Suppliers, or any Constructor.
- 4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Work, by Contractor or any other Constructor.
- 5. Advise on, issue directions regarding, or assume control over security or safety practices, precautions, and programs in connection with the activities or operations of Owner or Contractor.
- 6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
- 7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
- 8. Authorize Owner to occupy the Project in whole or in part.

This is **EXHIBIT E**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .



NOTICE OF ACCEPTABILITY OF WORK

PROJECT:

OWNER:

CONTRACTOR:

OWNER'S CONSTRUCTION CONTRACT IDENTIFICATION:

EFFECTIVE DATE OF THE CONSTRUCTION CONTRACT:

ENGINEER:

NOTICE DATE:

To:

Owner

And To:

Contractor

From:

Engineer

The Engineer hereby gives notice to the above Owner and Contractor that Engineer has recommended final payment of Contractor, and that the Work furnished and performed by Contractor under the above Construction Contract is acceptable, expressly subject to the provisions of the related Contract Documents, the Agreement between Owner and Engineer for Professional Services dated _____, and the following terms and conditions of this Notice:

Exhibit E – Notice of Acceptability of Work.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies, and American Society of Civil Engineers. All rights reserved.

Page 1

CONDITIONS OF NOTICE OF ACCEPTABILITY OF WORK

The Notice of Acceptability of Work ("Notice") is expressly made subject to the following terms and conditions to which all those who receive said Notice and rely thereon agree:

1. This Notice is given with the skill and care ordinarily used by members of the engineering profession practicing under similar conditions at the same time and in the same locality.
2. This Notice reflects and is an expression of the Engineer's professional opinion.
3. This Notice is given as to the best of Engineer's knowledge, information, and belief as of the Notice Date.
4. This Notice is based entirely on and expressly limited by the scope of services Engineer has been employed by Owner to perform or furnish during construction of the Project (including observation of the Contractor's work) under Engineer's Agreement with Owner, and applies only to facts that are within Engineer's knowledge or could reasonably have been ascertained by Engineer as a result of carrying out the responsibilities specifically assigned to Engineer under such Agreement.
5. This Notice is not a guarantee or warranty of Contractor's performance under the Construction Contract, an acceptance of Work that is not in accordance with the related Contract Documents, including but not limited to defective Work discovered after final inspection, nor an assumption of responsibility for any failure of Contractor to furnish and perform the Work thereunder in accordance with the Construction Contract Documents, or to otherwise comply with the Construction Contract Documents or the terms of any special guarantees specified therein.
6. This Notice does not relieve Contractor of any surviving obligations under the Construction Contract, and is subject to Owner's reservations of rights with respect to completion and final payment.

By: _____

Title: _____

Dated: _____

This is **EXHIBIT G**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [] .

Insurance

Paragraph 6.05 of the Agreement is supplemented to include the following agreement of the parties:

G6.05 Insurance

A. The limits of liability for the insurance required by Paragraph 6.05.A and 6.05.B of the Agreement are as follows:

1. By Engineer:

- a. Workers' Compensation: Statutory
- b. Employer's Liability --
 - 1) Bodily injury, each accident: \$500,000
 - 2) Bodily injury by disease, each employee: \$500,000
 - 3) Bodily injury/disease, aggregate: \$500,000
- c. General Liability --
 - 1) Each Occurrence (Bodily Injury and Property Damage): \$1,000,000
 - 2) General Aggregate: \$2,000,000
- d. Excess or Umbrella Liability --
 - 1) Per Occurrence: \$[]
 - 2) General Aggregate: \$[]
- e. Automobile Liability --Combined Single Limit (Bodily Injury and Property Damage):
\$1,000,000
- f. Professional Liability --
 - 1) Each Claim Made \$1,000,000
 - 2) Annual Aggregate \$1,000,000
- g. Other (specify): \$[]

2. By Owner:

- a. Workers' Compensation: Statutory

Exhibit G – Insurance.

b. Employer's Liability --

- | | |
|--|-------------|
| 1) Bodily injury, Each Accident | \$1,000,000 |
| 2) Bodily injury by Disease, Each Employee | \$1,000,000 |
| 3) Bodily injury/Disease, Aggregate | \$1,000,000 |

c. General Liability --

- | | |
|---|-------------|
| 1) General Aggregate: | \$1,000,000 |
| 2) Each Occurrence (Bodily Injury and Property Damage): | \$1,000,000 |

d. Excess Umbrella Liability

- | | |
|-----------------------|-------|
| 1) Per Occurrence: | \$[] |
| 2) General Aggregate: | \$[] |

e. Automobile Liability – Combined Single Limit (Bodily Injury and Property Damage):

\$1,000,000

f. Other (specify): Employment Practices \$4,000,000

B. *Additional Insureds:*

1. The following individuals or entities are to be listed on Owner's general liability policies of insurance as additional insureds:

a. Sumner Engineering & Consulting, Inc.
Engineer

b. Eckler Engineering, Inc.
Engineer's Consultant

c. Andersen Andre Consulting Engineers, Inc.
Engineer's Consultant

d. BSM & Associates, Inc.
Engineer's Surveyor

2. During the term of this Agreement the Engineer shall notify Owner of any other Consultant to be listed as an additional insured on Owner's general liability policies of insurance.

3. The Owner shall be listed on Engineer's general liability policy as provided in Paragraph 6.05.A.

Exhibit G – Insurance.

EJCDC® E-500, Agreement Between Owner and Engineer for Professional Services.

Copyright © 2014 National Society of Professional Engineers, American Council of Engineering Companies,
and American Society of Civil Engineers. All rights reserved.

This is **EXHIBIT H**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Dispute Resolution

Paragraph 6.09 of the Agreement is supplemented to include the following agreement of the parties:

H6.08 Dispute Resolution

- A. *Mediation:* Owner and Engineer agree that they shall first submit any and all unsettled claims, counterclaims, disputes, and other matters in question between them arising out of or relating to this Agreement or the breach thereof ("Disputes") to mediation by **[here insert name of mediator, or mediation service]**. Owner and Engineer agree to participate in the mediation process in good faith. The process shall be conducted on a confidential basis, and shall be completed within 120 days. If such mediation is unsuccessful in resolving a Dispute, then (1) the parties may mutually agree to a dispute resolution of their choice, or (2) either party may seek to have the Dispute resolved by a court of competent jurisdiction.

This is **EXHIBIT I**, consisting of [1] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

Limitations of Liability

Paragraph 6.11 of the Agreement is supplemented to include the following agreement of the parties:

A. *Limitation of Engineer's Liability*

1. *Engineer's Liability Limited to Amount of Engineer's Compensation:* To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of Engineer and Engineer's officers, directors, members, partners, agents, employees, and Consultants, to Owner and anyone claiming by, through, or under Owner for any and all claims, losses, costs, or damages whatsoever arising out of, resulting from, or in any way related to the Project or the Agreement from any cause or causes, including but not limited to the negligence, professional errors or omissions, strict liability, breach of contract, indemnity obligations, or warranty express or implied of Engineer or Engineer's officers, directors, members, partners, agents, employees, or Consultants shall not exceed the total compensation received by Engineer under this Agreement.
-

This is **EXHIBIT K**, consisting of [2] pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated [].

AMENDMENT TO OWNER-ENGINEER AGREEMENT

Amendment No. _____

The Effective Date of this Amendment is: _____.

Background Data

Effective Date of Owner-Engineer Agreement:

Owner:

Engineer:

Project:

Nature of Amendment: [Check those that are applicable and delete those that are inapplicable.]

- _____ Additional Services to be performed by Engineer
- _____ Modifications to services of Engineer
- _____ Modifications to responsibilities of Owner
- _____ Modifications of payment to Engineer
- _____ Modifications to time(s) for rendering services
- _____ Modifications to other terms and conditions of the Agreement

Description of Modifications:

Here describe the modifications, in as much specificity and detail as needed. Use an attachment if necessary.

Agreement Summary:

Original agreement amount:	\$ _____
Net change for prior amendments:	\$ _____
This amendment amount:	\$ _____
Adjusted Agreement amount:	\$ _____

Change in time for services (days or date, as applicable): _____

The foregoing Agreement Summary is for reference only and does not alter the terms of the Agreement, including those set forth in Exhibit C.

Owner and Engineer hereby agree to modify the above-referenced Agreement as set forth in this Amendment. All provisions of the Agreement not modified by this or previous Amendments remain in effect.

OWNER:

ENGINEER:

By: _____
Print
name: _____

Title: _____

Date Signed: _____

By: _____
Print
name: _____

Title: _____

Date Signed: _____

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 16

MARCH 8, 2021

TAYLOR CREEK WATER QUALITY REPORT

Please find attached the latest water quality sampling study conducted on Taylor Creek. This particular study took samples from fifteen sites over a fourteen-month period. During a couple of the months, two sample events were conducted. During the course of this study there were 16 sampling events leading to 240 samples taken.



An actual sampling event measured several field parameters such as water temperature, conductivity, dissolved oxygen, total dissolved solids and turbidity. The collected samples were returned to a laboratory where additional analyses were conducted for several types of nitrogen and phosphorus, chlorophyll-a and sucralose.

Sucralose, better known by commercial use name, Splenda, was used as an indicator of the presence of septic tank effluent. Sucralose is used by humans as an artificial sweetener. It will pass through the human digestive tract, septic tank system and through the groundwater without breaking down in to constituent components. Since sucralose is not used in other processes (e.g.: lawn care, animal feed, automotive industry, etc.) nor is it used by fish, dogs or cattle, if it is detected in a water sample, human use connection has been documented.

This study, like a previous study, compared surface waters found in Treasure Island, Taylor Creek Isles and the lower reaches of Taylor Creek. Treasure Island (TI) does not have a central

wastewater collection system. The wastewater treatment needs for TI are served primarily by the use of septic tank systems. Taylor Creek Isles (TCI) does have a sanitary sewer collection system which was installed around 2006. Taylor Creek provides a buffer between these two areas. Just downstream of the study area, Taylor Creek flows in to Lake Okeechobee.

At the completion of the field work for this study, the data obtained was compiled and evaluated. Taylor Creek sample sites upstream of the study area had lower values of sucralose than the sample site below the study area. Likewise, TCI sample sites had lower sucralose values than sample sites in the TI area. Both TCI and TI were higher in sucralose than Taylor Creek. Nutrient values in the nitrogen/phosphorus categories were highly variable were more likely the result of influences from not only septic tank effluent but from other sources as well.

Evaluation and presentation of the data clearly shows that septic tank effluent does reach the surface water bodies in the Treasure Island area and which then flows in to Taylor Creek. As noted above, this portion of Taylor Creek is very close to Lake Okeechobee.

Since development has long since happened, and moving or improving the septic tank systems is usually not an easy option, the best long-term fix is to provide a central wastewater collection system for the Treasure Island area. By eliminating this nutrient point source, will in turn improve the water quality flowing in to the Taylor Creek/Lake Okeechobee watershed.

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 17

MARCH 8, 2021

PUBLIC COMMENTS

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 18

MARCH 8, 2021

ITEMS FROM THE ATTORNEY

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 19

MARCH 8, 2021

ITEMS FROM THE EXECUTIVE DIRECTOR

Southwest Wastewater Service Area

- Project 1 Design of the pump station & force main is at 90%
 - Master Pump Station (MPS)
 - 90% Design completed
 - Force Main to NW15
 - 90% Design completed
 - Force Main SE2 to MPS
 - 60% Design completed
- Engineering Agreement for Project 2 is included in this agenda package
- Oak Lake Estates
 - Notice to Proceed issued March 3, 2021

Oak Lake Estates Wastewater Project

- Notice to Proceed was issued on March 3, 2021

Water Service - Cemetery Road WWTF

- Work will proceed shortly on drilling the well & providing electrical service.

Board Room Improvements

- Staff is attempting to secure a quote for close captioning to allow for live streaming

SW 5th Ave Wastewater System Improvements

- Work has begun on data acquisition and field survey work

Surface Water Treatment Plant – 3 MG Storage Tank

- Work is complete, awaiting Contractor close-out documents

FDEP Grants

- Modified LPQ0008 is under consideration by the OUA Board in this package
- If approved, OUA staff will need to request engineering RFP's for the Okee-Tantie system

US 441SE at SE 18th Terrace - Roundabout

- All required OUA work associated with the new piping has been accomplished
- OUA will continue to monitor the roadway contractor work to protect OUA facilities

OKEECHOBEE UTILITY AUTHORITY

AGENDA ITEM NO. 20

MARCH 8, 2021

ITEMS FROM THE BOARD